

NECEC TRANSFER AGREEMENT

THIS NECEC TRANSFER AGREEMENT (the “Agreement”), dated as of _____, 2019 (the “Contract Date”), is by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation (“CMP”) and **NECEC TRANSMISSION LLC**, a Delaware limited liability company (“Project Entity”).

RECITALS

A. CMP is developing a 1,200 MW +/- 320 kV HVDC transmission line extending from the U.S. border at Beattie Township, Maine to a new direct current to alternating current converter station to be located in Lewiston, Maine and a 345 kV alternating current transmission line between the converter station and CMP’s substation at Larrabee Road, Lewiston, Maine to provide transmission service pursuant to certain transmission service agreements all being collectively known as the New England Clean Energy Connect transmission project (the “NECEC”). The NECEC includes, without limitation, real estate interests, transmission service agreements, land use permits, regulatory approvals and vendor contracts.

B. On June 13, 2018, CMP entered into the following seven (7) transmission service agreements (each a “TSA” and jointly the “TSAs”): Transmission Service Agreement between Central Maine Power Company and Fitchburg Gas and Electric Light Company d/b/a Unitil; Transmission Service Agreement between Central Maine Power Company and Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid; Transmission Service Agreement between Central Maine Power Company and Nstar Electric Company d/b/a Eversource Energy; Transmission Service Agreement (Unitil – 12.317 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (National Grid – 498.348 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (Eversource Energy – 579.335 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Additional Transmission Service Agreement between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc. The TSAs were accepted for filing by the Federal Energy Regulatory Commission (“FERC”) on October 19, 2018.

C. In order to address certain questions raised in the Maine Public Utilities Commission Proceeding, Docket No. 2017-00232 regarding the NECEC, CMP desires to convey the NECEC to the Project Entity, and the Project Entity desires to acquire the NECEC from CMP, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance of Real Estate Interests.

Subject to the terms and conditions of this Agreement, CMP agrees to convey, at the Closing, and the Project Entity agrees to accept, at the Closing, certain real estate interests sufficient to construct and operate a transmission line between Beattie Township, Maine and Lewiston, Maine together with land for the construction and operation of a converter station in Lewiston, Maine, together with real estate interests necessary to construct and operate a transmission line from the converter station to CMP's substation at Larrabee Road, Lewiston, Maine and the right to purchase additional land to access the converter station (the "Real Estate Interests"). The Real Estate Interests consist of the following:

(a) A fee interest in an approximately 20-acre parcel of land in Lewiston, Maine (the "Converter Station Parcel"), which shall be conveyed by a deed substantially in the form attached hereto as Exhibit A (the "Deed");

(b) An easement for a transmission line from Beattie Township, Maine to Lewiston, Maine which shall be conveyed by an easement deed substantially in the form attached hereto as Exhibit B (the "Easement"), with such changes as the Parties may agree to, including, without limitation, changes to the description of the easement areas as needed to conform to the NECEC transmission line detail engineering design;

(c) A 100% tenant's interest in a Transmission Line Lease between the Passamaquoddy Tribe, as Lessor, and CMP, as Lessee, dated October 23, 2017 (the "Passamaquoddy Lease") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit C (the "Passamaquoddy Lease Assignment");

(d) A 100% tenant's interest in a Transmission Line Lease between the Maine Department of Agriculture, Conservation and Forestry, as Lessor, and CMP, as Lessee, dated December 15, 2014 (the "State of Maine Lease") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit D (the "State of Maine Lease Assignment");

(e) A fee interest in all of the real estate parcels that are ultimately approved by the Maine Department of Environmental Protection and the US Army Corps of Engineers as compensatory mitigation for environmental permits related to the NECEC (the "Compensation Land"). The Compensation Land will be restricted in perpetuity to offset impacts on wetlands and impacts on existing recreational uses as a result of the NECEC. A preliminary list of the Compensation Land is attached hereto as Exhibit E, it being agreed that such list is subject to change by the addition, removal, or substitution of parcels as the permitting process continues. The conveyance of the Compensation Land from CMP to the Project Entity will not materially affect the ability of CMP to perform its duties to the public. The Compensation Land shall be conveyed by one or more deeds substantially in the form of the Deed (the "Compensation Land Deeds"); and

(f) Options to purchase land in Lewiston, Maine near the Converter Station Parcel to create additional means of access to the Converter Station Parcel, (the "Options")

which shall be assigned by an assignment substantially in the form attached hereto as Exhibit F (the “Option Assignment”).

2. Conveyance of Permits.

At the Closing, CMP shall assign to the Project Entity and the Project Entity shall assume all land use permits, any outstanding land use permit applications, and other regulatory permits (the “Permits”) related to the NECEC. The Permits include, but are not limited to, the following: A land use certification from the Maine Land Use Planning Commission, a Site Location of Development Act permit from the Maine Department of Environmental Protection, a Natural Resources Protection Act permit from the Maine Department of Environmental Protection, a Section 404 dredge and fill permit from the U.S. Army Corps of Engineers, a Presidential Permit, and various municipal permits and approvals from municipalities with jurisdiction over NECEC. It is anticipated that CMP shall be required to convey certain compensation real estate (other than the Compensation Land) to the State of Maine as a condition of some of the Permits, and the value of such real estate is incorporated into this Agreement. To the extent CMP has not conveyed such real estate to the State of Maine prior to the transfer of the applicable Permits to the Project Entity, CMP shall also convey such real estate to the Project Entity for no additional consideration. The parties shall cooperate to effectuate the assignment of the Permits, including obtaining any required approvals for the assignment, and to obtain any Permits for which an application has been assigned by CMP to the Project Entity.

3. Conveyance of Transmission Services Agreements.

At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the TSAs, as amended, including all of CMP’s rights, interests and obligations under the TSAs. To the extent any approvals or third party consents are required for the assignment of the TSAs, either prior to or after the Closing, the parties shall cooperate to obtain such approvals or third party consents. In connection with the assignment of the TSAs, the Project Entity shall cause the amendment or replacement of the letters of credit provided on behalf of CMP under the TSAs.

4. Assignment of Third Party Vendor Agreements, Related Assets, and Miscellaneous Agreements.

(a) At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the agreements executed by CMP with third party vendors and service providers in connection with the development and construction of the NECEC, including, but not limited to, those listed in Exhibit G and any other such agreement executed by CMP between the Contract Date and the Closing (“Third Party Vendor Agreements”). As a result of such assignment, the Project Entity shall assume all of CMP’s rights, interests and obligations under the Third Party Vendor Agreements.

(b) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, such other tangible and intangible assets related to the NECEC that CMP may possess including, without limitation, designs, plans and other work

product of CMP or vendors related to the NECEC, and intellectual property related to the NECEC (collectively, the “Related Assets”).

(c) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, (i) the rights and obligations under that certain Joint Development Agreement dated January 23, 2019 between CMP and Hydro-Quebec Transénergies and any related agreement between CMP and H.Q. Energy Services (U.S.) Inc.; and (ii) some, but not all, of the rights and obligations of CMP under that certain Memorandum of Understanding dated May 30, 2018 between CMP and Western Mountains & Rivers Corporation, a Maine nonprofit corporation, including CMP’s obligation to contribute certain funds to a trust subject to the terms and conditions of said Memorandum of Understanding (collectively, the “Miscellaneous Agreements”).

5. Consideration. The consideration (the “Consideration”) for the conveyance of the NECEC, including, without limitation, the Real Estate Interests, the Permits, the TSAs, the Third Party Vendor Agreements, the Related Assets, the Miscellaneous Agreements and any goodwill of CMP associated with the NECEC, is \$60,000,000.00 and shall be payable as follows:

(a) \$1,500,000.00 shall be paid by the Project Entity to CMP on the date the NECEC achieves commercial operation (the “COD”).

(b) The balance of the Consideration shall be paid by the Project Entity to CMP in thirty-nine (39) equal annual installments of \$1,500,000.00 due on the ensuing thirty-nine (39) anniversaries of the COD.

6. Closing.

(a) The Closing shall take place at such time and place as shall be mutually agreed to by the Project Entity and CMP.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) CMP shall execute, have acknowledged and deliver to the Project Entity the Deed, the Easement, the Passamaquoddy Lease Assignment, the State of Maine Lease Assignment, the Compensation Land Deeds and the Option Assignment;

(ii) CMP shall assign and the Project Entity shall assume the Permits;

(iii) CMP shall assign and the Project Entity shall assume the TSAs;

(iv) CMP shall assign and the Project Entity shall assume the Third Party Vendor Agreements;

(v) CMP shall assign and convey and the Project Entity shall assume and receive all Related Assets;

(vi) CMP shall assign and convey and the Project Entity shall assume the Miscellaneous Agreements;

(vii) CMP shall deliver an affidavit indicating that CMP is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. §1445;

(viii) CMP shall deliver an affidavit indicating that CMP is a Maine resident;

(ix) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement; and

(x) Each party shall deliver to the other necessary corporate or limited liability company evidence of authority (as the same may be applicable).

7. Survival of Obligations.

Any obligations herein that are not satisfied as of the Closing shall survive the Closing and this Agreement shall remain in full force and effect until all obligations herein are satisfied.

8. Service Agreement.

At the Closing, the parties shall enter into a service agreement, substantially in the form attached hereto as Exhibit H, whereby the Project Entity shall acquire services from CMP related to the development, construction and long-term operation of the NECEC.

9. Reserved Right to Sublease.

With respect to the Passamaquoddy Lease and the State of Maine Lease, the parties agree that at any time during the term of either Lease, CMP may request that the Project Entity sublease one-half (1/2) of the width of either or both Leases to CMP for no consideration; provided, however, that each such sublease, shall require CMP to pay rent to the Project Entity equal to one-half (1/2) of the rent under the Lease for the term of the sublease. The parties shall cooperate to obtain all necessary permits and approvals for any such sublease requested by CMP.

10. Right of Way over Converter Station Access Road.

Promptly after the Project Entity acquires title to the properties described in the Options, the Project Entity and CMP shall enter into a reciprocal easement agreement, substantially in the form attached hereto as Exhibit I, whereby the Project Entity shall grant CMP an access easement over the parcels acquired pursuant to the Options to access CMP's adjoining transmission corridor and CMP shall grant the Project Entity an access easement over its

transmission corridor between the parcels acquired pursuant to the Options and the Converter Station Parcel. There shall be no additional consideration for the reciprocal easement agreement.

11. Network Upgrades.

As part of the NECEC, upgrades to certain of CMP's existing transmission facilities will be necessary in order to permit the interconnection of the NECEC to the transmission system administered by ISO-NE in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Open Access Transmission Tariff (the "ISO-NE Tariff") (the "Network Upgrades"). CMP agrees to cooperate with the Project Entity to construct the Network Upgrades, provided that the Project Entity shall either pay for directly, or reimburse CMP for, the cost of the Network Upgrades in accordance with applicable ISO-NE Tariff provisions. Upon completion, the Network Upgrades shall remain the property of CMP.

12. Miscellaneous.

(a) The Parties shall cooperate to obtain any regulatory approvals or third party consents that may be required to effectuate the transaction contemplated by this Agreement.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and permitted assigns.

(c) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto with respect to the subject matter of this Agreement are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. The Project Entity acknowledges that it is not relying upon any statements or representations not embodied in this Agreement. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by CMP and the Project Entity.

(d) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument. This Agreement may be delivered electronically by pdf file.

(e) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

(f) Each party represents and warrants that the execution of this Agreement, and the obligations created herein, have been authorized by all necessary and appropriate corporate or limited liability company approvals, as applicable.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as a sealed instrument, to be effective as of the Contract Date.

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____

Name:

Its:

By: _____

Name:

Its:

NECEC TRANSMISSION LLC,
a Delaware limited liability company

By: _____

Name:

Its:

EXHIBIT A

Form of Deed

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04330, for consideration paid, grants to **NECEC TRANSMISSION LLC**, a Delaware limited liability company, with a mailing address of _____, _____ County, _____, with QUITCLAIM COVENANT, certain lots or parcels of land and all improvements thereon, situated in Lewiston, Androscoggin County, Maine, being more particularly bounded and described as follows:

See **EXHIBIT A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be executed by _____, its _____, and _____, its _____, effective as of this _____ day of _____, ____.

[SIGNATURE PAGES TO FOLLOW]

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____(Name), _____(Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____(Name), _____(Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

EXHIBIT A

Two certain lot or parcel of land situated northerly of, but not abutting to, Merrill Road, in the City of Lewiston, county of Androscoggin, and State of Maine, bounded and described as follows to wit:

Small Triangle

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed dated November 5, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 408, Page 280, being the southwesterly line of land conveyed to George P. Schott by a deed dated April 12, 1996 and recorded in the Androscoggin County Registry of Deeds in Book 3580, Page 349;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of thirty-two and forty-four hundredths (32.44) feet to a point located on the northwesterly corner of LOT 79 of the City of Lewiston;

Thence, southwesterly on a course of S 38°-00'-54" W along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the easterly line of land of Central Maine Power Company (408/280);

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of one hundred twenty-four and ninety (124.90) feet to the point and place of beginning. Containing 1,982.40 square feet (0.046 acres).

Bearings are based on a GPS Observation of Grid North.

20.010 Acre Parcel

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located at the northwesterly corner of land conveyed to _____ by a deed dated July 26, 1984 and recorded in the Androscoggin County Registry of Deeds in Book 1745, Page 003;

Thence, southwesterly on a course of S 36°-46'-19" W along the southwesterly line of land of Perron a distance of nine hundred seventy-six and zero hundredths (976.00) feet to a point;

Thence, northwesterly on a course of N 59°-26'-38" W through land conveyed to _____ by a deed dated September 23, 1987 and recorded in the Androscoggin County Registry of Deeds in Book 2159, Page 240, a distance of seven hundred forty-five and forty hundredths (745.40) feet to a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed

dated November 14, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 407, Page 526;

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of nine twenty-nine and four hundredths (929.04) feet to a point located on the northwesterly line of LOT 79 of the City of Lewiston;

Thence, northeasterly on a course of N 38°-00'-54" E along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of nine hundred sixty and twenty-nine hundredths (960.29) feet to the point and place of beginning. Containing 20.01 acres of land, more or less.

Bearings are based on a GPS Observation of Grid North.

Central Maine Power Company acquired its title to the above described Small Triangle and 20.010 Acre Parcel in a deed from _____ dated April 9, 2018 and recorded in the Androscoggin Registry of Deeds in Book 9817, Page 72. This conveyance is for the entirety of the land acquired in said deed.

Form of Easement**TRANSMISSION LINES EASEMENT DEED**

WHEREAS CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine 04366 (hereinafter referred to as "**CMP**", which word is intended to include, unless expressly stated otherwise, **CMP** and its successors and assigns), owns, in part as fee and in part as easement, certain lands located in the City of Lewiston and Towns of Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, hereinafter, the "**CMP LAND**", included in the lands acquired pursuant to the instruments listed on **SCHEDULE 1, CMP DEEDS**, attached and made a part hereof (the "**CMP DEEDS**");

WHEREAS NECEC TRANSMISSION LLC, a Delaware limited liability company with a place of business at One City Center, 5th floor, Portland, Maine 04101 (hereinafter referred to as "**NECEC Transmission**", which word is intended to include, unless expressly stated otherwise, **NECEC Transmission** and its successors and assigns), desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead direct current electric line and a three-phase electric line over and across the **CMP Land**, consisting of (i) a 320kV line (the "**SECTION 432 TRANSMISSION LINE**") extending from the border of the Providence of Quebec in Beattie Township, Franklin County to **NECEC Transmission's** new Converter Site in Lewiston, Androscoggin County (hereinafter referred to as the "**CONVERTER SITE**"), and (ii) a 345kV line (the "**SECTION 3007 TRANSMISSION LINE**") extending southerly from said Converter Site to **CMP's** Larrabee Road Substation located in Lewiston, Androscoggin County, Maine, each line consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, crossarms, and other equipment and appurtenances (as so consisting hereinafter referred to respectively as the "**SECTION 432 TRANSMISSION LINE**" and the "**SECTION 3007 TRANSMISSION LINE**", and together as the "**NECEC TRANSMISSION LINE**") The **NECEC Transmission Line** may be constructed as an underground line in certain areas. The **NECEC Transmission Line** will be located on or partly on a portion of the **CMP Land**, and;

WHEREAS at **NECEC Transmission's** option **NECEC Transmission** and **CMP** will enter into an unrecorded Use Agreement providing operational guidance to both Parties, as defined below, in connection with construction upon and ongoing maintenance and use of the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the offices of both **CMP** and **NECEC Transmission** (the "**USE AGREEMENT**").

NOW THEREFORE, **CMP** grants and assigns to **NECEC Transmission** the easements,

rights, privileges, and consents more particularly described in EXHIBIT A, attached hereto and made a part hereof.

EXCEPTING AND RESERVING to CMP, its successors and assigns, all rights and easements not conveyed hereunder, including without limitation the easements and rights more particularly described in EXHIBIT B attached hereto and made a part hereof.

This conveyance is made **SUBJECT TO** certain easements, licenses and agreements more particularly described in EXHIBIT C attached hereto and made a part hereof.

Also, this conveyance and the rights reserved hereunder are made **SUBJECT TO AND TOGETHER WITH** the covenants, terms and conditions set forth in EXHIBIT D, attached and made a part hereof.

CMP and NECEC Transmission shall hereinafter be referred, individually, as a "PARTY" and collectively, as the "PARTIES".

SUCCESSORS AND ASSIGNEES

NECEC Transmission may assign its interests in and rights under this Easement Deed, but such assignment shall be conditioned upon express assignment to any assignee of all of NECEC Transmission's obligations under this Easement Deed and the Use Agreement relating to the interests and rights assigned, and upon written acceptance and assumption of all such obligations by any such assignee. This Easement Deed and all the provisions hereof inure to the benefit of and are binding upon the Parties and the respective successors and permitted assignees of CMP and NECEC Transmission.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by _____, _____, and _____, hereunto duly authorized, this _____ day of _____, _____.

(Signature pages follow)

Witness:

CENTRAL MAINE POWER COMPANY

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

GRANTEE'S ACCEPTANCE:

NECEC Transmission LLC hereby covenants and agrees to the terms and obligations set forth in this Easement Deed and has caused this acceptance to be signed by _____, _____, hereunto duly authorized, this ____ day of _____, _____.

Witness:

NECEC TRANSMISSION LLC

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____, NECEC Transmission LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

Notary Public

My commission expires:

EXHIBIT A

EASEMENTS

EASEMENT ONE: SECTION 432 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 432 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other telecommunication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT"), over, across and under portions of the CMP Land as follows:

Except as provided below, a 150 foot wide strip of land being 75 feet on either side of a centerline beginning at a point northerly, but not adjacent to Merrill Road in the City of Lewiston, Androscoggin County, Maine and extending northerly, northeasterly, northerly and westerly through the towns of Lewiston, Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, and terminating on the border between the State of Maine and the Province of Quebec in the aforementioned town of Beattie (T2R8 WBKP), the ("SECTION 432 TRANSMISSION LINE CENTERLINE"). The Section 432 Transmission Line Centerline description is attached hereto and made a part hereof as **SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION**. The areas where the Section 432 Transmission Line Easement will not be 150 feet wide are as follows:

KENNEBEC RIVER CROSSING AREA – The Kennebec River Crossing Area is that portion of the CMP Land located on the west and east sides of the Kennebec River in West Forks Plantation and Moxie Gore (T1R5 BKP EKR), Somerset County, Maine as shown on the plan titled "Central Maine Power Company, Kennebec River Crossing Area" dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (the "KENNEBEC RIVER CROSSING AREA"). The limits of the Section 432 Transmission Line Easement in the Kennebec River Crossing Area are as shown on said plan.

Further, within the Section 432 Transmission Line Centerline, the following areas will be subject to Reservation Three – Substation Reservation as defined in Exhibit B, below:

STARKS SUBSTATION AREA – The Starks Substation Area is that portion of the CMP Land located westerly of Route 43 in the town of Starks, Somerset County, Maine as shown on the plan titled "Central Maine Power Company, Starks Substation Area" dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (The "STARKS

SUBSTATION AREA"). The limits of the Section 432 Transmission Line Easement in the Starks Substation Area are as shown on said plan.

STURTEVANT SUBSTATION AREA – The Sturtevant Substation Area is that portion of the CMP Land located northerly of Route 2 in the town of Farmington, Franklin County, Maine as shown on the plan titled "Central Maine Power Company, Sturtevant Substation Area" dated _____ and recorded in the Franklin County Registry of Deeds in Plan Book _____ (The "STURTEVANT SUBSTATION AREA"). The limits of the Section 432 Transmission Line Easement in the Sturtevant Substation Area are as shown on said plan.

MOOSE HILL ROAD SUBSTATION AREA – The Moose Hill Road Substation Area is that portion of the CMP Land located southerly of Moose Hill Road in the town of Livermore Falls, Androscoggin County, Maine as shown on the plan titled "Central Maine Power Company, Moose Hill Road Substation Area" dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The "MOOSE HILL ROAD SUBSTATION AREA"). The limits of the Section 432 Transmission Line Easement in the Moose Hill Road Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Kennebec River Crossing Area, the Starks Substation Area, the Sturtevant Substation Area, and the Moose Hill Road Substation Area being hereinafter referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 432 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 432 Transmission Line Easement Area and that any replacements of the Section 432 Transmission Lines shall be on centerlines and in the locations as described above.

EASEMENT TWO: SECTION 3007 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 3007 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other telecommunication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT"), on portions of the CMP Land located between the Orrington Substation and the Section 203 Transition Area and two parcels within said Section 203 Transition Area, all as follows:

Except as provided below, a 150-foot-wide strip of land being 75 feet on either side of a centerline beginning at a point on north of Merrill Road in Lewiston, Androscoggin County, Maine and extending southerly to a termination point at Larrabee Road Substation, also in said Lewiston (the "SECTION 3007 TRANSMISSION LINE CENTERLINE"). The description of the Section 3007 Transmission Line Centerline is shown on **SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION**, attached hereto and made a part hereof. The areas where the

Section 3007 Transmission Line Easement will not be located as described above are as follows:

LARRABEE ROAD SUBSTATION AREA – The Larrabee Road Substation Area is that portion of the CMP Land located southerly of Merrill Road in the City of Lewiston, Androscoggin County, Maine as shown on the plan titled “Central Maine Power Company, Larrabee Road Substation Area” dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The “LARRABEE ROAD SUBSTATION AREA”). The limits of the Section 3007 Transmission Line Easement in the Larrabee Road Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Larrabee Road Substation Area being hereinafter referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 3007 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 3007 Transmission Line Easement Area and that any replacements of the Section 3007 Transmission Line shall be on centerlines and in the locations as described above.

The Section 432 Transmission Line Easement and the Section 3007 Transmission Line Easement are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT", and the Section 432 Transmission Line Easement Area and the Section 3007 Transmission Line Easement Area are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT AREAS".

The NECEC Transmission Line Easement shall include the following rights with respect to the Section 432 Transmission Line and the Section 3007 Transmission Line:

1. The right to enter upon the NECEC Transmission Line Easement Areas at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, guy wires, communication equipment, and apparatus used or useful for the transmission of electricity and intelligence, together with their strengthening supports, sufficient foundations and supports, all as NECEC Transmission, its successors and assignees, may from time to time reasonably require in connection with the operation and maintenance of its transmission lines;
2. The right to construct such roads within the NECEC Transmission Line Easement Areas as NECEC Transmission may from time to time reasonably require to provide access for such workers, tools or machinery;
3. The right to transmit electricity and intelligence over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as NECEC Transmission may from time to time reasonably require;

4. The right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access in the NECEC Transmission Line Easement Areas; and
5. The right to establish certain safety regulations for the NECEC Transmission Line Easement Areas that are necessary and proper for the operation of the rights herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable Occupational Safety and Health Administration (OSHA) standards for worker safety and health, NECEC Transmission's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator -New England (ISO-NE) rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

EASEMENT THREE: ACCESS EASEMENT

The non-exclusive right and easement, in common with CMP and others; for access by foot and vehicle (hereinafter, the "ACCESS EASEMENT") along and across the CMP Land and such land as CMP may acquire in the future which adjoins the NECEC Transmission Line Easement Areas for the sole purpose of access to the NECEC Transmission Line Easement Areas.

Together with the non-exclusive right and easement, to the extent CMP may assign such rights, to use existing and future easements obtained over lands of others for the purpose of accessing CMP Land on which the NECEC Transmission Line Easement is located.

EASEMENT FOUR: VEGETATION MANAGEMENT EASEMENT

NECEC TRANSMISSION LINE EASEMENT AREAS - The perpetual right and easement, in common with CMP, but not the obligation, to clear and keep clear the NECEC Transmission Line Easement Areas of trees, brush and other vegetation by any lawful means. The exercise of such rights shall be at NECEC Transmission's sole cost unless otherwise agreed to in the Use Agreement.

OTHER AREAS; DANGER TREES - NECEC shall also have the right to enter upon CMP Land and to remove all woody vegetation located on CMP Land capable of growing into or falling into the minimum conductor safety zone around NECEC Transmission's transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within or outside the NECEC Transmission Line Easement Area. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a

high failure rate; and to exercise similar rights, in common with CMP, that CMP may have, including without limitation pursuant to the CMP Deeds, or may acquire with respect to lands of third parties.

EASEMENT FIVE: GUYING RIGHTS

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in the CMP Land, or such land as CMP may acquire in the future, located within 35 feet of the limits of the NECEC Transmission Line Easement Area.

NECEC'S RIGHT TO RELOCATE CMP'S TRANSMISSION LINES

In the event that NECEC is involuntarily required to relocate any portion of the Section 432 Transmission Line Centerline or the Section 3007 Transmission Line Centerline, except in the Starks Substation Area, the Sturtevant Substation Area, the Moose Hill Road Substation Area and the Larrabee Road Substation Area and those crossing locations described in Schedule 4, as described in Exhibit B, below, to a point closer than 75 feet, as measured perpendicularly, from the centerline of any existing or future CMP transmission line (the "CMP Line", whether one or more transmission lines), NECEC Transmission shall have the right to require CMP to relocate from time to time any portion of the CMP Line that must be relocated to maintain said separations, provided that if NECEC Transmission makes any relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line, NECEC Transmission shall be required to maintain at least a 75-foot separation, measured perpendicularly, between the centerline of the relocated CMP Line and the centerline of the relocated Section 432 Transmission Line and/or the Section 3007 Transmission Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP. Within the Starks Substation Area, the Sturtevant Substation Area, the Moose Hill Road Substation Area and the Larrabee Road Substation Area NECEC shall not have the right to relocate the CMP Line or CMP facilities. Within the locations listed in said Schedule 4, NECEC Transmission shall have the right to require CMP to relocate from time to time any portion of the CMP Line that must be relocated to maintain the then current separation standard between either the relocated Section 432 Transmission Line or the relocated Section 3007 Transmission Line and the CMP Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly

excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP.

EXHIBIT B

CMP'S RESERVATIONS

The following perpetual rights and easements:

RESERVATION ONE (in the NECEC TRANSMISSION LINE EASEMENT AREAS)

1. The right to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the CMP Line and other improvements, transmission and communication lines, apparatus and equipment as such currently exist or may exist in the future.
2. The right to use the NECEC Transmission Line Easement Areas for access by foot and vehicle to the CMP Line and to CMP Land and to grant third parties the right to travel upon, across and through the NECEC Transmission Line Easement Areas by foot and vehicle.
3. The right to use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the NECEC Transmission Line Easement Areas; and
4. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with transmission, distribution and communication lines in those locations described in **SCHEDULE 4, EXISTING CMP LINE CROSSING LOCATIONS**, attached hereto and made a part hereof.
5. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with future transmission, distribution and communication lines provided such crossing does not unreasonably impair NECEC Transmission's use of the NECEC Transmission Line Easement Areas. Upon completion of such future crossing, CMP will record in the appropriate County Registry of Deeds an amended Schedule 4, Existing CMP Line Crossing Location describing the new crossing location.
6. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to CMP Land.
7. The right to use the NECEC Transmission Line Easement Areas for any purpose, or to grant easements or leases in favor of third persons for any other lawful purpose permitted under applicable laws, so long as any such uses, easements or leases do not unreasonably interfere with the exercise by NECEC Transmission of any of its rights granted pursuant to this Easement Deed and the Use Agreement. Any proposed easement or lease for all or any portion of the NECEC Transmission Line Easement Areas for electric use shall be subject to NECEC Transmission's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
8. Any other rights currently of CMP or as may be acquired by CMP in the future, provided the exercise of such rights does not materially impair the rights granted to NECEC Transmission herein.

RESERVATION TWO

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in the NECEC Transmission Line Easement Areas, provided such placement does not unreasonably impair the use of the NECEC Transmission Line Easement Areas by NECEC Transmission.

RESERVATION THREE – SUBSTATION RESERVATION

The right to operate, maintain, repair or replace the existing Moose Hill Road Substation, Sturtevant Substation, Starks Substation and Larrabee Road Substation (collectively, the “Reserved Substations”) to the extent the same are located within the NECEC Transmission Line Easement and shown on their respective plans.

RESERVATION FOUR – KENNEBEC RIVER CROSSING AREA

The right to construct, operate, maintain, repair and replace transmission, distribution and/or communication lines within the Kennebec River Crossing Area provided such use does not materially impair the operation, maintenance, repair or replacement of the NECEC Transmission Line. Upon review and approval of CMP’s plans for such line or lines, said approval not to be unreasonably withheld or delayed, NECEC will enter into such agreements as necessary to facilitate the permitting of such new line or lines and will modify the easement area of the Kennebec River Crossing Area as necessary to accommodate the new line or lines.

RESERVATION FIVE

Without limiting the generality of the foregoing, CMP specifically reserves the right to grant, assign, dispose of or otherwise convey, any of its remaining rights or interests in and to the CMP Land, subject to the terms and conditions of this Easement Deed and the Use Agreement, including without limitation all rights and property interests acquired pursuant to the CMP Deeds as set forth in Schedule 1 attached hereto and made a part hereof, and to receive all of the proceeds from the same; provided, however that the conveyance of any such rights or interests shall not unreasonably interfere with the exercise by NECEC of any of its rights granted pursuant to this Easement Deed and the Use Agreement, and provided further, to the extent applicable, that such conveyance shall be conditioned upon express assignment to any assignee of CMP's obligations under this Easement Deed and the Use Agreement relating to the interest and rights conveyed and upon written acceptance of all such obligations by any such assignee.

EXHIBIT C

EASEMENTS, LICENSES AND AGREEMENTS TO WHICH THIS CONVEYANCE IS SUBJECT

- (i) easements and other rights listed in SCHEDULE 5 – EASEMENTS, LICENSES AND AGREEMENTS, attached and made a part hereof;
- (ii) those agreements, permissions and rights, to the extent still in effect, listed in said Schedule 5;
- (iii) rights of the grantors or others reserved, excepted or created in the CMP Deeds.

EXHIBIT D

COVENANTS, TERMS AND CONDITIONS

The Parties hereby acknowledge, covenant and agree to the following terms and conditions:

1. **NECEC TRANSMISSION LINE EASEMENT AREAS** - CMP hereby covenants and agrees that, with the exception of the CMP Line and the Reserved Substations, it will not, without the prior written consent of NECEC Transmission, erect or permit the erection of any utility, road, gate, fence, barrier, or other structure of any kind or nature within the NECEC Transmission Line Easement Areas or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the NECEC Transmission Line Easement Areas that, in the reasonable opinion of NECEC Transmission, interferes with or materially impairs the operations of the NECEC Transmission Line. Upon receiving such prior written consent from NECEC Transmission, any such use by CMP or its successors and assignees shall be made in such manner as will not unreasonably interfere with or impair the operations of NECEC Transmission's installations or the exercise by NECEC Transmission of any of its rights under this Easement Deed.

CMP further agrees that it will provide NECEC Transmission reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of CMP's rights in the NECEC Transmission Line Easement Areas, and that such activities shall be made in such manner as will not unreasonably interfere with or impair the operations of NECEC Transmission's installations or the exercise by NECEC Transmission of any of its rights under this Easement Deed; provided however, such notice shall not be required for the exercise of CMP's rights pursuant to paragraphs 1, 2 and 3 of Reservation One of Exhibit B.

NECEC Transmission hereby covenants and agrees that it will not exercise any of its rights under this Easement Deed in that portion of the NECEC Transmission Line Easement Area that overlays the Reserved Substations in such manner as to unreasonably interfere with or impair the CMP's operation, maintenance, repair or replacement of the Reserved Substations.

Notwithstanding anything to the contrary set forth herein, nothing in this Easement Deed shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

2. **COMPLIANCE WITH LAWS; PERMIT CONDITIONS** - Any use or activities performed by or on behalf of CMP on or over the NECEC Transmission Line Easement Areas shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a NECEC Transmission Line, as reasonably determined by NECEC Transmission, then CMP shall

be responsible for the cost of such alterations or improvements.

Any use or activities performed by or on behalf of NECEC Transmission on or over CMP Land shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a CMP Line, as reasonably determined by CMP, then NECEC Transmission shall be responsible for the cost of such alterations or improvements.

3. **DAMAGE TO PROPERTY, EQUIPMENT OR FACILITIES -**

(a) Except as provided in sub-paragraph 3(c) below, NECEC Transmission shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of CMP, its employees, agents, representatives or contractors. In the event of any damage to or destruction of NECEC Transmission's equipment or facilities that could reasonably be expected to have an adverse impact upon the CMP Line, NECEC Transmission shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the CMP Line and in accordance with good utility practice. If the damage or destruction of NECEC Transmission's equipment or facilities was caused by the willful misconduct or gross negligence of CMP or its employees, agents, representatives or contractors, CMP will promptly reimburse NECEC Transmission for the reasonable costs incurred by NECEC Transmission in effecting such repairs.

(b) Except as provided in sub-paragraph 3(c) below, CMP shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of NECEC Transmission, its employees, agents, representatives or contractors. In the event of any damage to or destruction of CMP's equipment or facilities that could reasonably be expected to have an adverse impact upon a NECEC Transmission Line, CMP shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the NECEC Transmission Line and in accordance with good utility practice. If the damage or destruction of CMP's equipment or facilities was caused by the willful misconduct or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors, NECEC Transmission will promptly reimburse CMP for the reasonable costs incurred by CMP in effecting such repairs.

(c) During the construction of the NECEC Transmission Line and during any final decommissioning of the NECEC Transmission Line, NECEC Transmission shall be responsible for all physical damage to or destruction of CMP's equipment and facilities within the CMP Land caused by acts or negligence of NECEC

Transmission, its employees, agents, representatives or contractors.

(d) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities within the CMP Land caused by such third party.

4. **INDEMNIFICATION** –

(a) From and after the date hereof, NECEC Transmission shall defend, save harmless, protect and indemnify CMP and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors.

(b) From and after the date hereof, CMP shall defend, save harmless, protect and indemnify NECEC Transmission and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of CMP or its employees, agents, representatives or contractors.

(c) If a Party intends to seek indemnification under this Easement Deed from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party written notice of such claim or action within fifteen (15) days after the receipt of written notice of the assertion or commencement of an action or the receipt of a written notice of claim. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Easement Deed. Neither Party shall settle or compromise any claim which is the subject of this Easement Deed without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

(d) The indemnification obligations of a Party hereunder shall continue in full force and effect regardless of whether rights granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's Compensation Acts, disability benefit acts or other similar employee protection

acts.

5. **ROADS** – To the extent each Party may legally do so, each Party may use the access roads of the other Party. Each Party will maintain roads on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless otherwise set forth in the Use Agreement.
6. **ACCESS** - Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.
7. **STIPULATION OR PERMIT CONDITION** - In the event the NECEC Transmission Line Easement Areas, any other CMP Land that NECEC Transmission is required to clear to construct the Section 432 Transmission Line or the Section 3007 Transmission Line (collectively the “NECEC CLEARING AREAS”) is subjected to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection, NECEC Transmission agrees to reimburse CMP for any and all additional costs to CMP resulting from compliance with any such stipulation or condition as applicable to that portion of the NECEC Clearing Areas being maintained by CMP or as may be maintained by CMP in the future.
8. **TAXES, ASSESSMENTS AND OTHER CHARGES** - NECEC Transmission agrees to pay one hundred percent (100%) of any and all taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas, and the NECEC Transmission Line. If any such taxes are assessed to CMP, but are attributable to the NECEC Transmission Line Easement Areas or the NECEC Transmission Line, NECEC Transmission shall promptly reimburse CMP for the full amount of said tax upon evidence that the same has been paid by CMP, or CMP may require NECEC Transmission to pay such taxes directly and provide CMP with evidence of timely payment. NECEC Transmission shall have the right to employ and to exhaust all available remedies to contest the amount of, and the liability for, such taxes, assessments and other impositions, provided, however, that if a lien shall at any time be filed against CMP's interest in the CMP Land, because of such taxes, assessments or impositions, NECEC Transmission shall cause the same to be discharged of record by either payment, deposit or bond within thirty (30) days after receiving notice of such lien. In addition, if NECEC Transmission shall fail to timely pay any such taxes, assessments and other impositions, CMP may (but shall not be obligated to) make such payment on behalf of NECEC Transmission and such payment may be made prior to any notice or the expiration of any cure period in the event necessary to avoid any penalty, interest, late charge, lien or foreclosure. NECEC Transmission shall promptly reimburse CMP for any such payment made, as well as any costs and expenses incurred by CMP in connection therewith, together with interest through the date of reimbursement at the prime rate as listed in the Wall Street Journal. Notwithstanding anything to the contrary, in the event that NECEC Transmission no longer uses the NECEC Transmission Line Easement

Areas in the course of its business, and has removed the NECEC Transmission Line, then NECEC Transmission shall not be responsible for the payment of any taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas.

9. **REVERSION** - In the event that the NECEC Transmission Line, or any portion thereof, shall be decommissioned, the easements and rights hereby granted shall automatically terminate and revert to CMP with respect to the NECEC Transmission Line Easement Areas in which the NECEC Transmission Line has been decommissioned. Upon such decommissioning, NECEC Transmission agrees to execute and file such documents as may be necessary to effect a termination of its rights and interests in either or both NECEC Transmission Line Easement Areas, or any portion thereof, under this Easement Deed. Upon the decommissioning of all or any portion of the NECEC Transmission Line, NECEC Transmission shall promptly, and at its expense, remove all poles, wires (including underground wires) and termination stations from each such NECEC Transmission Line Easement Area, and restore the surface of the NECEC Transmission Line Easement Areas to the same condition, so far as may be practicable, as it was prior to the entry and use by NECEC Transmission. Notwithstanding the forgoing, NECEC Transmission shall give CMP reasonable advanced written notice of any plans to decommission all or any portions of the NECEC Transmission Line and CMP may elect to permit NECEC Transmission to abandon some or all of its poles, wires or terminations in place upon such decommissioning such that NECEC Transmission would have no obligation to remove those facilities that CMP permits to be abandoned. As a condition of such permission, CMP may require NECEC Transmission to deliver a bill of sale or other appropriate instrument to CMP releasing any interest in such abandoned facilities to CMP for no additional consideration.
10. **CONSEQUENTIAL AND INDIRECT DAMAGES.** - NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES, NOR ITS OR THEIR RESPECTIVE DIRECTORS, TRUSTEES, MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS EASEMENT DEED FOR ANY PUNITIVE, SPECIAL, LOST PROFIT, EXEMPLARY, MULTIPLE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING IN CONNECTION WITH OR ARISING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS EASEMENT DEED, REGARDLESS OF WHETHER (X) ANY SUCH DAMAGES CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR ANY OTHER LEGAL OR EQUITABLE THEORY OR PRINCIPLE, OR (Y) SUCH DAMAGES WERE REASONABLY FORESEEABLE OR (Z) THE PARTIES WERE ADVISED OR AWARE THAT SUCH DAMAGES MIGHT BE INCURRED.

SCHEDULE 1, CMP DEEDS

Grantor¹	Interest	Book/Page	Town(s)	County	Date
E.J. Carrier, Inc.	Fee	3902/329	Beattie Twp.	Franklin	4/14/2017
Weyerhaeuser Company	Fee	3872/103	Skinner Twp.	Franklin	11/18/2016
Longchamps and Sons, Inc.	Fee	5098/174	Raytown Twp.	Somerset	11/15/16
Weyerhaeuser Company	Fee	5099/218	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/203	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/195	Appleton Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/189	Hobbs town Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/211	Bradstreet Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/224	Parlin Pond Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/230	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/237	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/255	West Forks Plt.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/247	West Forks Plt.	Somerset	11/18/2016
S.D. Warren Company	Fee	1416/127	West Forks Plt.	Somerset	3/14/1988
T-M Corporation	Fee	1506/288	West Forks Plt.	Somerset	3/22/1989
	Fee	434/89	West Forks Plt.	Somerset	7/31/1935
Bessemer Securities Corporation	Fee	536/131	West Forks Plt.	Somerset	5/15/1951
Realty Operations Corporation	Fee	536/135	West Forks Plt.	Somerset	5/14/1951
	Fee	536/138	West Forks Plt.	Somerset	5/18/1951
	Fee	536/141	West Forks Plt.	Somerset	5/16/1951
T-M Corporation	Fee	1480/89	Moxie Gore	Somerset	11/10/1988
Hollingsworth & Whitney	Fee	561/166	Bald Mountain/Moscow	Somerset	10/11/1954
Great Northern Paper	Fee	554/474	The	Somerset	10/30/1953

¹ Names of individual grantors have been redacted from this form easement.

Grantor¹	Interest	Book/Page	Town(s)	County	Date
			Forks/Caratunk		
USA	Fee	4507/184	Moscow	Somerset	11/20/1953
Bingham Land Company	Fee	1289/120	Moscow	Somerset	8/15/1986
S.D. Warren Company	Fee	1295/309	Moscow	Somerset	8/28/1986
	Fee	554/466	Moscow	Somerset	10/28/1953
	Fee	554/477	Moscow	Somerset	11/5/1953
	Fee	554/468	Moscow	Somerset	10/28/1953
	Fee	554/469	Moscow	Somerset	10/29/1953
	Fee	557/295	Moscow	Somerset	1/4/1954
	Fee	554/471	Moscow	Somerset	10/28/1953
	Fee	554/473	Moscow	Somerset	10/28/1953
	Fee	554/517	Moscow	Somerset	11/18/1953
S.D. Warren Company	Fee	558/50	Moscow	Somerset	2/13/1954
	Fee	546/280	Moscow	Somerset	10/24/1953
	Fee	554/478	Moscow	Somerset	11/10/1953
	Fee	554/472	Moscow	Somerset	10/28/1953
	Fee	554/470	Moscow	Somerset	10/28/1953
	Fee	554/467	Moscow	Somerset	10/28/1953
	Fee	546/292	Moscow	Somerset	10/27/1953
	Fee	401/83	Moscow	Somerset	3/2/1929
FPL Energy Maine Hydro LLC	Easement	2540/40	Moscow/ Concord	Somerset	4/8/1999
	Fee	619/359	Concord	Somerset	10/21/1960
	Fee	619/192	Concord	Somerset	4/2/1960
	Fee	398/458	Concord	Somerset	2/14/1929
	Fee	398/452	Concord	Somerset	2/14/1929
	Fee	398/453	Concord	Somerset	2/14/1929
	Fee	398/454	Concord	Somerset	2/14/1929
	Fee	398/455	Concord	Somerset	2/14/2029
	Fee	398/521	Concord	Somerset	2/14/1929
	Fee	398/443	Concord	Somerset	2/14/1929
	Fee	398/442	Concord	Somerset	2/14/1929
	Fee	398/444	Concord	Somerset	2/14/1929
	Fee	398/445	Concord	Somerset	2/14/1929
	Fee	398/446	Concord	Somerset	2/14/1929
	Fee	401/296	Concord	Somerset	2/14/1929
	Fee	398/463	Concord	Somerset	2/18/1929
	Fee	398/447	Concord	Somerset	2/16/1929
	Fee	398/448	Concord	Somerset	2/13/1929
	Fee	398/449	Concord	Somerset	2/12/1929
	Fee	411/170	Concord	Somerset	11/4/1930
	Fee	398/457	Concord	Somerset	2/14/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	398/451	Concord	Somerset	2/15/1929
	Fee	401/306	Embden; Concord	Somerset	2/25/1929
	Fee	398/510	Embden	Somerset	3/1/1929
	Fee	398/501	Embden	Somerset	2/25/1929
	Fee	398/499	Embden	Somerset	2/26/1929
	Fee	398/524	Embden	Somerset	3/9/1929
	Fee	398/500	Embden	Somerset	2/25/1929
	Fee	401/305	Embden	Somerset	2/25/1929
	Fee	398/489	Embden	Somerset	2/25/1929
	Fee	398/488	Embden	Somerset	2/25/1929
	Fee	398/497	Embden	Somerset	2/26/2029
	Fee	398/526	Embden	Somerset	3/8/1929
	Fee	398/492	Embden	Somerset	2/25/1929
	Fee	398/490	Embden	Somerset	2/26/1929
	Fee	404/34	Embden	Somerset	3/9/1929
	Fee	400/77	Embden	Somerset	4/22/1929
	Fee	398/491	Embden	Somerset	2/25/1929
	Fee	398/496	Embden	Somerset	2/28/1929
	Fee	398/495	Embden	Somerset	2/26/1929
Pine Tree Timberland Company	Fee	401/307	Embden	Somerset	2/23/1929
	Fee	398/498	Embden	Somerset	2/26/1929
	Fee	398/565	Embden	Somerset	3/12/1929
Pine Tree Timberland Company	Fee	398/493	Embden	Somerset	2/23/1929
	Fee	398/494	Embden	Somerset	2/26/1929
	Fee	398/565	Embden	Somerset	3/12/1929
	Fee	404/13	Embden	Somerset	4/13/1929
	Fee	398/536	Embden	Somerset	2/28/1929
	Fee	398/535	Embden	Somerset	3/14/1929
	Fee	398/522	Embden	Somerset	3/8/1929
	Fee	398/517	Embden	Somerset	3/5/1929
	Fee	401/314	Embden	Somerset	3/2/1929
	Fee	401/313	Embden	Somerset	3/2/1929
	Fee	401/370	Embden; Anson	Somerset	3/16/1929
	Fee	398/515	Embden	Somerset	3/5/1929
	Fee	398/512	Embden	Somerset	3/5/1929
	Fee	398/519	Embden	Somerset	3/5/1929
	Fee	398/514	Embden	Somerset	3/6/1929
	Fee	398/511	Anson	Somerset	3/5/1929
	Fee	398/518	Anson	Somerset	3/5/1929
	Fee	398/513	Anson	Somerset	3/5/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	398/516	Anson	Somerset	3/4/1929
	Fee	398/523	Anson	Somerset	3/5/1929
	Fee	398/580	Anson	Somerset	3/20/1929
	Fee	398/509	Anson	Somerset	3/5/1929
	Fee	398/520	Anson	Somerset	3/4/1929
Great Northern Paper Company	Fee	401/529	Anson	Somerset	4/25/1929
	Fee	398/547	Anson	Somerset	3/12/1929
	Fee	398/566	Anson	Somerset	3/12/1929
	Fee	398/564	Anson	Somerset	3/19/1929
	Fee	401/349	Anson	Somerset	3/12/1929
	Fee	401/348	Anson	Somerset	3/12/1929
	Fee	398/545	Anson	Somerset	3/12/1929
	Fee	398/554	Anson	Somerset	3/12/1929
	Fee	398/555	Anson	Somerset	3/12/1929
	Fee	401/390	Anson	Somerset	3/26/1929
	Fee	398/548	Anson	Somerset	3/13/1929
	Fee	398/456	Anson	Somerset	3/13/1929
	Fee	398/549	Anson	Somerset	3/14/1929
	Fee	413/111	Anson	Somerset	4/24/1931
	Fee	398/551	Anson	Somerset	3/13/1929
	Fee	398/552	Anson	Somerset	3/13/1929
	Fee	401/347	Anson	Somerset	3/14/1929
	Fee	398/553	Anson	Somerset	3/13/1929
	Fee	401/352	Anson	Somerset	3/13/1929
	Fee	401/350	Anson	Somerset	3/13/1929
	Fee	401/351	Anson	Somerset	3/14/1929
	Fee	398/557	Anson	Somerset	3/13/1929
	Fee	398/556	Anson	Somerset	3/14/1929
	Fee	398/558	Anson	Somerset	3/15/1929
	Fee	401/346	Anson	Somerset	3/18/1929
	Fee	398/542	Anson	Somerset	3/16/1929
	Fee	398/543	Anson	Somerset	3/14/1929
	Fee	398/544	Anson	Somerset	3/13/1929
	Fee	398/550	Anson	Somerset	3/15/1929
	Fee	407/162	Anson	Somerset	8/23/1930
	Fee	407/163	Starks	Somerset	8/23/1930
	Fee	407/164	Starks	Somerset	8/23/1930
	Fee	407/326	Starks	Somerset	8/30/1930
	Fee	407/165	Starks	Somerset	8/23/1930
	Fee	407/290	Starks	Somerset	8/23/1930
	Fee	407/166	Starks	Somerset	8/23/1930
	Fee	407/167	Starks	Somerset	8/23/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	408/243	Starks	Somerset	8/23/1930
	Fee	407/168	Starks	Somerset	8/26/1930
	Fee	408/244	Starks	Somerset	8/27/1930
	Fee	408/245	Starks	Somerset	8/26/1930
	Fee	408/246	Starks	Somerset	8/26/1930
	Fee	407/169	Starks	Somerset	8/30/1930
	Fee	407/170	Starks	Somerset	8/30/1930
	Fee	407/171	Starks	Somerset	8/30/1930
	Fee	408/464	Starks	Somerset	9/5/1930
	Fee	408/247	Starks	Somerset	9/5/1930
	Fee	408/248	Starks	Somerset	9/6/1930
	Fee	408/249	Starks	Somerset	9/6/1930
	Fee	411/230	Starks	Somerset	12/29/1930
	Fee	407/172	Starks	Somerset	9/6/1930
	Fee	407/173	Starks	Somerset	9/6/1930
	Fee	408/250	Starks	Somerset	9/9/1930
	Fee	407/174	Starks	Somerset	9/9/1930
	Fee	407/175	Starks	Somerset	9/9/1930
	Fee	407/176	Starks	Somerset	9/9/1930
Pinetree Timberland Company	Fee	407/186	Starks	Somerset	9/9/1930
	Fee	407/189	Starks; Industry	Somerset	9/12/1930
	Fee	407/190	Starks	Somerset	9/12/1930
	Fee	245/171	Industry	Franklin	9/13/1930
	Fee	241/589	Industry	Franklin	9/13/1930
	Fee	245/106	Industry	Franklin	9/30/1930
	Fee	245/109	Industry	Franklin	9/13/1930
	Fee	241/589	Industry	Franklin	9/13/1930
	Fee	245/108	Industry	Franklin	9/13/1930
	Fee	245/168	Industry	Franklin	9/16/1930
	Fee	244/57	Industry	Franklin	9/1/1930
	Fee	245/107	Industry	Franklin	9/17/1930
	Fee	245/105	Industry	Franklin	9/16/1930
	Fee	245/104	Industry	Franklin	9/16/1930
	Fee	241/588	Industry	Franklin	9/16/1930
	Fee	245/173	New Sharon	Franklin	10/4/1930
	Fee	247/103	Industry	Franklin	9/20/1930
	Fee	245/174	New Sharon	Franklin	9/20/1930
	Fee	245/172	New Sharon	Franklin	9/20/1930
	Fee	245/169	New Sharon	Franklin	9/20/1930
	Fee	245/170	New Sharon	Franklin	9/20/1930
	Fee	245/63	New Sharon	Franklin	9/23/1930
	Fee	245/64	New Sharon	Franklin	9/24/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	245/66	Farmington	Franklin	9/25/1930
	Fee	245/65	Farmington	Franklin	9/24/1930
	Fee	245/62	Farmington	Franklin	9/25/1930
	Fee	241/591	Farmington	Franklin	9/25/1930
	Fee	241/587	Farmington	Franklin	10/7/1930
	Fee	245/111	Farmington	Franklin	10/1/1930
	Fee	241/561	Farmington	Franklin	9/25/1930
	Fee	241/585	Farmington	Franklin	9/25/1930
	Fee	241/559	Farmington	Franklin	9/26/1930
	Fee	241/556	Farmington	Franklin	9/26/1930
	Fee	241/583	Farmington	Franklin	10/7/1930
	Fee	245/67	Farmington	Franklin	9/26/1930
	Fee	245/161	Farmington	Franklin	8/29/1930
	Fee	245/159	Farmington	Franklin	8/28/1930
	Fee	247/74	Farmington	Franklin	8/28/1930
	Fee	247/70	Farmington	Franklin	8/28/1930
	Fee	245/158	Farmington	Franklin	8/28/1930
	Fee	247/73	Farmington	Franklin	8/28/1930
	Fee	247/71	Farmington	Franklin	8/30/1930
	Fee	245/156	Farmington	Franklin	8/28/1930
	Fee	245/157	Farmington	Franklin	8/27/1930
	Fee	245/143	Farmington	Franklin	9/6/1930
	Fee	245/155	Farmington	Franklin	9/5/1930
	Fee	245/144	Farmington	Franklin	9/5/1930
	Fee	247/29	Farmington	Franklin	9/6/1930
	Fee	247/26	Farmington	Franklin	9/6/1930
	Fee	247/28	Farmington	Franklin	9/5/1930
	Fee	247/32	Farmington	Franklin	9/5/1930
	Fee	245/175	Wilton	Franklin	11/1/1930
	Fee	241/581	Wilton	Franklin	9/10/1930
	Fee	245/141	Wilton	Franklin	9/6/1930
	Fee	247/190	Wilton & Chesterville	Franklin	9/20/1930
	Fee	245/114	Jay	Franklin	9/11/1930
	Fee	247/192	Jay	Franklin	9/9/1930
	Fee	245/140	Jay	Franklin	9/6/1930
	Fee	245/110	Jay	Franklin	9/6/1930
	Fee	245/112	Jay	Franklin	9/10/1930
	Fee	241/596	Jay	Franklin	9/10/1930
	Fee	241/595	Jay	Franklin	9/11/1930
	Fee	241/593	Jay	Franklin	9/10/1930
	Fee	241/584	Jay	Franklin	9/10/1930
	Fee	241/113	Jay	Franklin	9/9/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	247/31	Jay	Franklin	9/11/1930
	Fee	241/539	Jay	Franklin	9/9/1930
	Fee	245/36	Jay	Franklin	9/9/1930
	Fee	245/34	Jay	Franklin	9/5/1930
	Fee	241/541	Jay	Franklin	9/9/1930
	Fee	245/35	Jay	Franklin	9/5/1930
	Fee	241/558	Jay	Franklin	9/22/1930
	Fee	245/40	Jay	Franklin	9/5/1930
	Fee	241/546	Jay	Franklin	9/11/1930
	Fee	245/38	Jay	Franklin	9/11/1930
	Fee	241/542	Jay	Franklin	9/11/1930
	Fee	241/545	Jay	Franklin	9/12/1930
	Fee	245/33	Jay	Franklin	9/12/1930
	Fee	241/544	Jay	Franklin	9/11/1930
	Fee	245/37	Jay	Franklin	9/11/1930
	Fee	245/39	Jay	Franklin	9/11/1930
	Fee	245/142	Jay	Franklin	10/20/1930
	Fee	8024/190	Livermore Falls	Androscoggin	9/24/2010
	Fee	408/243	Livermore Falls	Androscoggin	9/17/1930
	Fee	408/233	Livermore Falls	Androscoggin	10/3/1930
	Fee	408/239	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/236	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/237	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/241	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/215	Livermore Falls	Androscoggin	11/4/1930
	Fee	408/279	Livermore Falls	Androscoggin	9/25/1930
	Fee	408/242	Livermore Falls	Androscoggin	9/19/1930
	Fee	408/234	Livermore Falls	Androscoggin	9/18/1930
	Fee	407/368	Livermore Falls	Androscoggin	10/9/1930
	Fee	408/156	Livermore Falls	Androscoggin	10/10/1930
	Fee	408/271	Leeds	Androscoggin	11/12/1930
	Fee	408/244	Leeds	Androscoggin	10/20/1930
	Fee	408/230	Leeds	Androscoggin	10/20/1930
	Fee	408/196	Leeds	Androscoggin	10/31/1930
	Fee	407/407	Leeds	Androscoggin	10/28/1930
	Fee	408/158	Leeds	Androscoggin	10/21/1930
	Fee	407/362	Leeds	Androscoggin	10/20/1930
	Fee	407/364	Leeds	Androscoggin	10/21/1930
	Fee	408/154	Leeds	Androscoggin	10/22/1930
	Fee	408/149	Leeds	Androscoggin	10/18/1930
	Fee	407/360	Leeds	Androscoggin	10/18/1930
	Fee	408/231	Leeds	Androscoggin	10/28/1930
	Fee	408/153	Leeds	Androscoggin	10/17/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	408/157	Leeds	Androscoggin	10/17/1930
	Fee	408/155	Leeds	Androscoggin	10/17/1930
	Fee	408/147	Leeds	Androscoggin	10/17/1930
	Fee	407/416	Leeds	Androscoggin	10/23/1930
	Fee	408/270	Leeds	Androscoggin	10/18/1930
	Fee	408/199	Leeds	Androscoggin	10/25/1930
	Fee	408/151	Leeds	Androscoggin	10/17/1930
	Fee	408/224	Leeds	Androscoggin	10/17/1930
	Fee	408/238	Leeds	Androscoggin	10/28/1930
	Fee	408/380	Leeds	Androscoggin	10/21/1930
	Fee	408/195	Leeds	Androscoggin	10/21/1930
	Fee	407/524	Leeds	Androscoggin	10/23/1930
	Fee	408/214	Leeds & Greene	Androscoggin	10/21/1930
	Fee	407/560	Greene	Androscoggin	12/8/1930
	Fee	408/203	Greene	Androscoggin	10/22/1930
	Fee	408/208	Greene	Androscoggin	10/21/1930
	Fee	408/209	Greene	Androscoggin	10/22/1930
	Fee	408/218	Greene	Androscoggin	10/22/1930
	Fee	408/216	Greene	Androscoggin	10/23/1930
	Fee	408/275	Greene	Androscoggin	10/24/1930
	Fee	408/200	Greene	Androscoggin	10/24/1930
	Fee	408/202	Greene	Androscoggin	10/23/1930
	Fee	408/206	Greene	Androscoggin	10/17/1930
	Fee	408/205	Greene	Androscoggin	10/23/1930
	Fee	408/211	Greene	Androscoggin	10/24/1930
	Fee	408/199	Greene	Androscoggin	10/24/1930
	Fee	408/197	Greene	Androscoggin	10/24/1930
	Fee	408/212	Greene	Androscoggin	10/23/1930
	Fee	408/207	Greene	Androscoggin	10/23/1930
	Fee	408/379	Greene	Androscoggin	11/8/1930
	Fee	407/403	Greene	Androscoggin	10/24/1930
	Fee	408/201	Greene	Androscoggin	10/23/1930
	Fee	408/194	Greene	Androscoggin	10/28/1930
	Fee	408/268	Greene	Androscoggin	11/4/1930
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/274	Greene	Androscoggin	11/6/1930
	Fee	511/402	Greene	Androscoggin	7/23/1940
	Fee	408/267	Greene	Androscoggin	11/5/1930
	Fee	511/403	Greene	Androscoggin	7/2/1940
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/269	Greene	Androscoggin	11/5/1930
	Fee	408/266	Greene	Androscoggin	11/8/1930
	Fee	408/376	Greene	Androscoggin	11/7/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/280	Greene	Androscoggin	11/5/1930
	Fee	408/273	Greene	Androscoggin	11/7/1930
	Fee	408/272	Lewiston	Androscoggin	11/7/1930
	Fee	407/526	Lewiston	Androscoggin	11/14/1930
	Fee	408/420	Lewiston	Androscoggin	1/5/1931
	Fee	408/478	Lewiston	Androscoggin	1/9/1931
	Fee	7969/262	Lewiston	Androscoggin	7/2/2010
	Fee	8236/64	Lewiston	Androscoggin	9/9/2011
	Fee	7973/221	Lewiston	Androscoggin	7/8/2010
	Fee	8012/263	Lewiston	Androscoggin	9/13/2010
	Fee	954/268	Lewiston	Androscoggin	1/28/1966
	Fee	956/515	Lewiston	Androscoggin	4/6/1966

Notes:

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deeds: Androscoggin County Registry of Deeds Book 450 Page 417, Book 450 Page 425 and Cumberland County Registry of Deeds Book 1480 Page 402

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deed: Androscoggin County Registry of Deeds Book 407 Page 663

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deeds: Somerset County Registry of Deeds Book 434 Page 79 and Franklin County Registry of Deeds Book 259 Page 64

SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 432 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°53'40" E a distance of 225 feet, more or less, from a proposed Structure 2 with coordinates of N 16043543.310, E 1330262.826; thence N 66°53'40" W a distance of 225 feet more or less to said Structure 2; thence by and along the centerline set forth in the following table to a point in said Beattie Township near the border between the Province of Quebec and the State of Maine at Structure 804;

<u>Structure</u>	<u>Structure Coordinate Northing</u>	<u>Structure Coordinate Easting</u>	<u>Ahead Distance (Feet)</u>	<u>Ahead Bearing</u>
2	16043543.310	1330262.826	3,519.6	N 23°49'10" E
6	16046763.130	1331684.244	1,612.8	N 28°38'11" E
8	16048178.680	1332457.198	15,109.7	N 05°30'25" E
23	16063218.650	1333907.243	717.4	N 11°41'24" E
24	16063921.190	1334052.605	4,261.9	N 05°27'45" E
32	16068163.760	1334458.319	1,135.8	N 01°58'49" E
34	16069298.920	1334497.566	17,107.0	N 05°18'37" E
50	16085197.290	1336041.576	13,384.8	N 01°22'40" W
64	16098578.230	1335719.742	12,161.7	N 01°18'21" W
76	16110736.780	1335442.594	10,138.7	N 31°54'04" E
86	16119344.130	1340800.453	18,053.6	N 01°15'04" W
106	16137393.380	1340406.248	3,373.8	N 14°14'58" W
109	16140663.340	1339575.819	18,782.9	N 13°58'34" W
129	16158890.240	1335039.432	1,650.0	N 22°24'16" W
131	16160415.690	1334410.550	499.4	N 08°16'33" E
132	16160909.930	1334482.440	5,802.1	N 14°01'42" W
138	16166538.980	1333076.000	27,861.0	N 13°48'08" E
167	16193595.500	1339722.868	1,240.0	N 13°42'22" E
169	16194800.200	1340016.679	18,482.2	N 13°14'15" E
189	16212791.290	1344248.898	7,382.8	N 04°11'35" E
197	16220154.290	1344788.716	4,110.2	N 25°58'58" E

Moose Hill Rd
SS

<u>Structure</u>	<u>Structure Coordinate Northing</u>	<u>Structure Coordinate Easting</u>	<u>Ahead Distance (Feet)</u>	<u>Ahead Bearing</u>
201	16223849.030	1346589.376	773.1	N 25°58'57" E
202	16224544.010	1346928.076	902.9	N 25°58'58" E
203	16225355.620	1347323.623	5,227.3	N 25°54'57" E
208	16230057.270	1349608.231	15,185.5	N 49°26'37" E
224	16239930.830	1361145.703	30,437.6	N 49°13'34" E
Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
255	16259808.870	1384195.886	1,547.1	N 55°23'51" E
257	16260687.440	1385469.322	19,287.6	N 62°41'23" E
277	16269536.790	1402607.021	1,244.2	N 62°41'22" E
279	16270107.630	1403712.510	636.3	N 62°41'23" E
280	16270399.560	1404277.868	26,315.1	N 14°14'48" E
306	16295905.390	1410753.956	723.3	N 14°35'30" E
307	16296605.340	1410936.171	14,729.7	N 01°46'13" W
322	16311327.960	1410481.140	5,340.5	N 01°23'52" E
328	16316666.880	1410611.424	2,948.9	N 01°30'17" E
331	16319614.720	1410688.863	8,081.1	N 01°37'46" E
339	16327692.550	1410918.665	9,463.9	N 01°47'56" E
348	16337151.770	1411215.762	6,551.7	N 01°57'56" E
355	16343699.570	1411440.463	4,497.4	N 02°07'01" E
360	16348193.930	1411606.586	8,691.9	N 02°15'23" E
368	16356879.050	1411948.814	2,618.5	N 02°28'18" E
371	16359495.090	1412061.734	6,491.9	N 02°33'13" E
378	16365980.500	1412350.973	7,077.0	N 43°33'31" W
385	16371109.010	1407474.242	1,008.1	N 08°52'26" E
386	16372105.050	1407629.755	884.4	N 08°52'26" E
387	16372978.900	1407766.190	1,219.0	N 08°52'26" E
388	16374183.300	1407954.233	295.1	N 08°52'27" E
389	16374474.890	1407999.760	277.6	N 08°52'26" E
390	16374749.170	1408042.583	742.5	N 37°29'45" W
391	16375338.230	1407590.649	511.0	N 04°18'58" W
392	16375847.830	1407552.188	1,019.2	N 60°43'45" E
393	16376346.160	1408441.260	2,149.6	N 60°43'44" E
395	16377397.190	1410316.378	17,178.0	N 27°47'44" E
412	16392593.130	1418326.762	6,187.7	N 39°01'52" E
419	16397399.780	1422223.425	2,951.1	N 18°00'06" W
422	16400206.420	1421311.408	4,502.4	N 72°22'58" E
426	16401569.090	1425602.608	4,379.4	N 38°55'14" E

Sturtevant SS

Starks SS

<u>Structure</u>	<u>Structure Coordinate Northing</u>	<u>Structure Coordinate Easting</u>	<u>Ahead Distance (Feet)</u>	<u>Ahead Bearing</u>
430	16404976.350	1428353.936	13,911.0	N 09°26'45" E
444	16418698.750	1430636.954	4,208.8	N 14°41'04" E
448	16422770.050	1431703.858	2,135.5	N 06°04'37" E
450	16424893.590	1431929.934	12,510.5	N 13°56'29" W
462	16437035.520	1428915.785	6,009.9	N 29°39'57" W
469	16442257.700	1425941.220	15,994.6	N 03°26'49" W
487	16458223.370	1424979.551	5,635.5	N 19°04'56" W
Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
494	16463549.180	1423137.165	8,548.2	N 36°23'38" W
506	16470430.130	1418065.244	7,587.4	N 28°22'19" W
516	16477106.140	1414459.745	605.1	N 32°43'59" W
517	16477615.130	1414132.565	1,500.7	N 28 46'15" W
519	16478930.530	1413410.293	7,595.7	N 77°50'24" W
527	16480530.520	1405985.030	3,045.3	N 14°51'35" W
530	16483473.940	1405204.058	2,346.1	N 61°34'46" W
533	16484590.540	1403140.710	3,086.7	N 85°14'32" W
MGTS	16484846.560	1400064.611		
WFPTS	16486721.030	1397031.043	8,486.5	N 00°34'15" W
544	16495207.110	1396946.481	5,980.2	N 49°15'33" W
550	16499110.020	1392415.475	1,582.3	N 67°14'54" W
552	16499721.970	1390956.267	1,540.5	N 30°45'53" W
554	16501045.720	1390168.260	3,340.6	N 49°15'33" W
558	16503225.900	1387637.220	8,765.8	N 17°05'29" W
567	16511604.540	1385060.998	9,624.0	S 80°20'17" W
577	16509989.320	1375573.505	2,885.2	S 47°22'21" W
580	16508035.390	1373450.676	943.1	N 49°11'21" W
581	16508651.770	1372736.866	738.6	N 66°23'30" W
582	16508947.580	1372060.050	14,595.9	S 74°05'31" W
597	16504946.880	1358023.101	13,477.9	N 14°20'49" W
610	16518004.400	1354683.398	8,783.8	N 33°14'31" E
619	16525350.860	1359498.468	10,022.3	N 38°56'00" W
629	16533146.950	1353200.300	4,171.6	N 59°12'04" W
633	16535282.930	1349617.011	1,012.1	S 77°50'47" W
634	16535069.860	1348627.638	5,749.7	N 65°29'20" W
640	16537455.230	1343396.140	10,496.6	S 66°49'16" W
651	16533323.740	1333746.798	10,813.4	S 74°09'12" W

Termination
Stations

<u>Structure</u>	<u>Structure Coordinate Northing</u>	<u>Structure Coordinate Easting</u>	<u>Ahead Distance (Feet)</u>	<u>Ahead Bearing</u>
662	16530370.970	1323344.363	7,987.3	N 77°40'31" W
670	16532075.870	1315541.158	5,478.3	S 51°14'45" W
675	16528646.590	1311268.994	1,858.6	S 20°22'44" W
677	16526904.280	1310621.762	12,347.4	S 72°05'56" W
690	16523108.990	1298872.099	1,205.2	N 76°51'37" W
692	16523382.970	1297698.429	9,694.2	S 79°29'20" W
703	16521614.490	1288166.859	6,280.6	N 89°35'37" W
710	16521659.050	1281886.419	1,740.9	S 44°53'18" W
712	16520425.670	1280657.839	3,863.2	S 79°08'56" W
Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
717	16519698.390	1276863.726	6,164.7	N 72°02'17" W
724	16521599.490	1270999.526	14,019.4	S 88°12'07" W
738	16521159.630	1256986.989	2,261.8	S 71°34'35" W
740	16520444.810	1254841.121	4,366.4	N 83°16'29" W
744	16520956.160	1250504.799	8,335.9	S 88°12'07" W
752	16520694.600	1242172.995	11,044.7	N 80°42'51" W
763	16522476.770	1231273.001	7,718.3	N 24°05'23" W
771	16529522.850	1228122.648	5,310.7	N 77°44'28" W
776	16530650.470	1222933.007	3,262.5	N 08°51'41" W
780	16533874.040	1222430.428	4,058.2	S 77°48'23" W
784	16533016.880	1218463.744	6,449.3	N 77°03'01" W
790	16534462.140	1212178.483	14,227.0	N 63°12'53" W
804	16540873.530	1199477.973		

Thence continuing on the bearing of N 63°12'53" W a distance of 64.5 feet, more or less to the border between the Province of Quebec, Canada and the State of Maine. All coordinates and bearings are State Plane Coordinates, NAD 83, Zone 19 North.

SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 3007 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°14'19" E a distance of 225 feet, more or less, from a proposed Structure 1 with coordinates of N 16043235.950, E 1330037.713; thence N 66°14'19" W a distance of 225 feet more or less to said Structure 1; thence by and along the centerline set forth in the following table to a point in CMP's Larrabee Road Substation located easterly of Larrabee Road in the City of Lewiston, Androscoggin County, Maine;

<u>Structure</u>	<u>Structure Coordinate Northing</u>	<u>Structure Coordinate Easting</u>	<u>Ahead Distance (Feet)</u>	<u>Ahead Bearing</u>
Merrill Road	16043098.860	1330349.107	340.2	N 66°14'19" W
1	16043235.950	1330037.713	4093.7	S 23°57'42" W
8	16039495.070	1328375.147	414.7	S 27°14'26" E
9	16039126.370	1328564.964	672.7	S 32°07'35" E
10	16038556.690	1328922.690	205.5	S 04°05'32" E
11	16038351.680	1328937.357	311.8	S 40°20'43" W
12	16038114.040	1328735.500	558.7	S 09°30'00" E
Larrabee Road	16037562.960	1328827.719		

All bearings and coordinates are State Plane Coordinates, NAD 83, Zone 19 North.

SCHEDULE 4 – EXISTING CMP LINE CROSSING LOCATIONS

[To be updated prior to execution of the Easement Deed.]

For the Section 3007 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043036.211	1330215.898
Section 200	City of Lewiston	16043077.845	1330128.102
Section 298 (ADSS fiber)	City of Lewiston	16041013.409	1329039.782
Section 268	City of Lewiston	16039685.325	1328447.066
Section 76	City of Lewiston	16039848.908	1328513.765
Section 61	City of Lewiston	16038552.057	1328927.873
Section 255	City of Lewiston	16038440.542	1328933.253

For the Section 432 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043503.993	1330422.394
Section 200	City of Lewiston	16043543.593	1330333.024
Leeds Substation Tap South	Leeds	16108439.261	1335488.568
Leeds Substation Tap North	Leeds	16108492.181	1335490.668
Section 200A	Livermore Falls	16143080.829	1338975.773
Section 89	Livermore Falls	16160846.938	1334467.472
Section 243A	Jay	16166060.389	1333203.168
Nestle Line	Farmington	16227734.700	1348468.686
T-2 Line	Farmington	16227754.089	1348478.365
Section 44	Anson	16294707.238	1410445.392
Section 63	Moscow	16374264.554	1407963.403
Section 83	Moscow	16374353.268	1407981.153
Section 264	Moscow	16374563.471	1408008.515
Section 66	Moscow	16374664.390	1408026.756
Section 222 (Wyman)	Moscow	16375799.199	1407561.697
Section 222 (MAFB South)	Moscow	16397362.847	1422169.965
Section 222 (MAFB North)	Moscow	16401708.090	1425690.306
Section 222A	Moscow	16408778.464	1428982.301
Jackman Tie Line	West Forks Plt.	16507605.497	1386302.052

Coordinates are State Plane, NAD 83, Zone 19 North

Also reserving to CMP, its successors and assigns, all distribution lines currently located within the Section 3007 Transmission Line and Section 432 Transmission Line Easement Areas, including but not limited to, the lines listed on the following table. A distribution line, for the purpose of this reservation, is an electric line with a voltage of 34,500 volts or less.

Distribution line crossings:

<u>Section</u>	<u>Road name</u>	<u>Town</u>	<u>County</u>
3007	Merrill Rd	City of Lewiston	Androscoggin
432	Route 202/11	Greene	Androscoggin
	Dagget Hill Rd & driveway	Greene	Androscoggin
	Meadow Hill Rd	Greene	Androscoggin
	Packard Rd & driveway	Greene	Androscoggin
	Allen Pond Campground Rd	Greene	Androscoggin
	Rose Rd	Greene	Androscoggin
	Allen Pond Rd & driveway	Greene	Androscoggin
	Linda Rd	Greene	Androscoggin
	N Line Rd	Greene/Leeds	Androscoggin
	Church Hill Rd	Leeds	Androscoggin
	River Rd	Leeds	Androscoggin
	Fish Rd	Leeds	Androscoggin
	Route 219	Leeds	Androscoggin
	Campbell Rd	Leeds	Androscoggin
	Knapp Rd	Leeds	Androscoggin
	Strickland Loop Rd (south)	Livermore Falls	Androscoggin
	Strickland Loop Rd (north)	Livermore Falls	Androscoggin
	River Rd	Livermore Falls	Androscoggin
	Lyman Lane	Livermore Falls	Androscoggin
	Androscoggin Bluff	Livermore Falls	Androscoggin
	Bear Brook Rd	Livermore Falls	Androscoggin
	Hillman Ferry Rd	Livermore Falls	Androscoggin
	Route 133	Livermore Falls	Androscoggin
	Pomeroy Rd	Livermore Falls	Androscoggin
	Fayette Rd (Rt 17)	Livermore Falls	Androscoggin
	Moose Hill Rd	Livermore Falls	Androscoggin
	Turmel Rd	Livermore Falls	Androscoggin
	Claybrook Rd	Jay	Franklin
	East Jay Rd	Jay	Franklin
	Belanger Rd	Jay	Franklin
	Plaisted Rd	Jay	Franklin
	Soules Hill Rd	Jay	Franklin
	Route 156	Chesterville	Franklin
	Mc Grillis Corner Rd	Wilton	Franklin
	Webster Rd	Farmington	Franklin
	Knowlton Corner Rd	Farmington	Franklin
	Whittier Rd	Farmington	Franklin
	Route 2	Farmington	Franklin
432	Davis Rd	Farmington	Franklin
	Bailey Hill Rd	Farmington	Franklin
	Osborne Rd	Farmington	Franklin

<u>Section</u>	<u>Road name</u>	<u>Town</u>	<u>County</u>
	Perham Hill -Weeks Mill	Farmington	Franklin
	Hardy Lane	Farmington	Franklin
	Clearwater Rd	New Sharon	Franklin
	Goodrich-Odell Rd	New Sharon	Franklin
	Bailey Rd	Industry	Franklin
	Route 43	Industry	Franklin
	Sawyers Mill Rd	Starks	Somerset
	Mayhew Rd	Starks	Somerset
	Redneck Rd	Starks	Somerset
	Starks Rd (Rt 43)	Starks	Somerset
	Starks Rd (Rt 43 - Main St)	Anson	Somerset
	Lloyd Rd & driveway	Anson	Somerset
	Brookerville Rd	Anson	Somerset
	Campground Rd	Anson	Somerset
	River Rd (Rt 8)	Anson	Somerset
	Madison St	Anson	Somerset
	Solon Rd (Rt 8 & 201A)	Anson	Somerset
	Across Town Rd	Embden	Somerset
	Bert Berry Rd	Embden	Somerset
	Jackson Pond Rd	Concord	Somerset
	Fletcher Mountain Rd	Concord	Somerset
	Pleasant Ridge Rd	Concord	Somerset
	Route 201	Moscow	Somerset
	Donigan Rd	Moscow	Somerset
	Burns Rd	Moscow	Somerset
	Henry Beaudoin Rd	Moscow	Somerset
	Lake Moxie Rd	The Forks	Somerset
	Route 201	Johnson Mountain	Somerset

Schedule 5
Existing Easements, Licenses and Agreements on CMP Land

[To be updated prior to execution of the Easement Deed.]

(i) Easements

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee</u> ²	<u>Date</u>	<u>Book/Page</u>
Bald Mt./Caratunk	Somerset	222	United States of America	2/18/1987	1324/19
Moxie Gore	Somerset	222		2/10/1998	2395/193
Moxie Gore	Somerset	222		9/7/2000	2718/196
The Forks	Somerset	222	Milton & CMP	12/5/1960	753/21
The Forks	Somerset	222	New England Telephone & Telegraph Co.	10/7/1994	2051/175
The Forks	Somerset	222	Great Northern Paper	10/30/1953	554/474
Moscow	Somerset	222	United States of America	9/17/1987	1375/308
Moscow	Somerset	222	United States of America	9/17/1987	1375/306
Moscow	Somerset	222	Bingham Land Company	12/21/1953	554/518
Moscow	Somerset	222		9/9/1986	1291/258
Moscow	Somerset	222		2/12/2007	3815/255
Moscow	Somerset	222		5/4/1995	2095/112
Moscow	Somerset	63	FPL Energy	4/5/1999	2540/140
Embden	Somerset	63		9/4/1997	2347/58
Embden	Somerset	63		11/15/1947	592/452
Embden	Somerset	63		4/23/1958	596/102
Anson	Somerset	63		7/22/1988	1453/167
Industry	Franklin	63		5/5/2015	3728/332
Farmington	Franklin	278		6/1/2006	2766/149
Farmington	Franklin	278		8/28/1930	247/7
Jay	Franklin	278		6/3/1992	1293/317
Livermore Falls	Androscoggin	200		9/27/2010	8028/103
Livermore Falls	Androscoggin	200		9/27/2010	8024/196
Livermore Falls	Androscoggin	200	Livermore Falls Cemetery Assoc.	5/29/2018	9856/53
Livermore Falls	Androscoggin	200		9/27/2010	7958/29
Livermore Falls	Androscoggin	200	Androscoggin Bluffs	2/16/1978	1322/54
Leeds	Androscoggin	200		1/24/1957	408/204 – 408/151
Leeds	Androscoggin	200		8/1/1957	408/238

² Names of individual grantees have been redacted from this form easement.

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee²</u>	<u>Date</u>	<u>Book/Page</u>
Leeds	Androscoggin	200		8/31/1970	1022/691
Leeds	Androscoggin	200		2/24/1993	2997/230
Leeds	Androscoggin	200		8/8/1984	1752/305
Greene	Androscoggin	200		9/10/1980	408/211
Greene	Androscoggin	200		11/26/2007	7348/118
Greene	Androscoggin	200		2/27/1984	1715/46
Greene	Androscoggin	200		4/24/1984	1718/195
Greene	Androscoggin	200		5/31/2004	5960/295
Greene	Androscoggin	200		9/27/2006	6934/292
Greene	Androscoggin	200		4/28/2011	10727/269
Greene	Androscoggin	200		5/16/2012	8478/272
Greene	Androscoggin	200		6/22/2006	6855/101
Greene	Androscoggin	200		2/9/2010	8013/314
Lewiston	Androscoggin	200	Society of Dominican Fathers Cemetery	4/16/1964	935/463
Lewiston	Androscoggin	200		5/7/1994	3330/338

(ii) those agreements, permissions and rights, to the extent still in effect, listed below:

<u>Instrument</u>	<u>Town</u>	<u>Section</u>	<u>Landowner³</u>	<u>Date</u>	<u>Notes</u>
License	The Forks	222	Lake Moxie ATV Riders	6/25/2007	Recreational Trail
Permission	Concord	63		7/2/1997	Agricultural use, yard and garden
Permission	Concord	63		6/30/1997	Yard and garden
Permission	Concord	63		7/2/1997	Yard and garden
Permission	Concord	63		8/15/1994	Road / driveway
License	Concord	63		11/17/1992	Water line
Agreement	Embden	63		10/5/2005	Fill & edge of building
License	Embden	63	Moose Alley ATV & Abanaki Snow Riders	12/7/2007	Recreational trail
Permission	Embden	63		1/17/1961	Agricultural use
Agreement	Anson	63		11/16/1983	Agricultural use
Agreement	Anson	63		4/9/1987	Farm road
Agreement	Anson	63		6/5/1986	Recreational fields
Permission	Anson	63		11/1/1978	Driveway
Permission	Anson	63	MSAD# 74	6/19/1970	Recreational field & park area
Agreement	Starks	63		1/29/1982	Driveway
Consent	Starks	63	Madison Electric Works	9/3/1998	Distribution line
Permission	Starks	63		9/16/1999	Road / driveway
Permission	Starks	63		9/7/1978	Drainage way

³ Names of individual landowners have been redacted from this form easement.

Permission	Starks	63		7/30/1975	Distribution line
License	Starks	63	Starks Trail Riders ATV	10/9/2009	Recreational trail
Permission	Industry	63		8/28/1978	Road / driveway
Permission	New Sharon	63	Linc's Electric	11/1/2002	Distribution line
Permission	Concord	63		4/6/1944	Agricultural
Agreement	Farmington	278		8/28/1930	Agricultural uses
Permission	Farmington	278		1/2/2004	Distribution line
Permission	Farmington	278	Town of Farmington	1/22/1971	Sign
Agreement	Wilton	278		7/31/2006	Drainage way
Agreement	Wilton & Chesterville	63		5/10/2002	Agricultural uses / spring
Agreement	Jay	278		10/15/1987	Agricultural uses
Permission	Jay	278		9/28/1995	Remove plants
Permission	Livermore Falls	200	Bowman Field Flying Club	10/4/2010	Marker balls
Agreement	Livermore Falls	200		10/20/2004	Underground pipe & lawn
Agreement	Livermore Falls	200		12/7/2000	Agricultural use
Agreement	Livermore Falls	200		7/25/1993	Road / driveway
Agreement	Livermore Falls	200		11/12/2004	Underground drainage
Permission	Livermore Falls	200		11/8/2010	Agricultural use
License	Livermore Falls	200		6/27/1989	Road / driveway
Agreement	Leeds	200		10/9/1972	Agricultural use
Permission	Leeds	200		8/13/2012	Livestock gate
Permission	Leeds	200		12/16/1976	Agricultural use
Permission	Leeds	200		11/18/1998	Hunting
License	Leeds	200		8/22/1992	Agricultural user
License	Leeds	200	Leeds Stump Jumpers	6/8/2001	Recreational trail
Agreement	Greene	200	Town of Greene	11/6/1986	Driveway / turnaround
Agreement	Greene	200		10/13/2007	Driveway
Permission	Greene	200		11/2/2010	Shed

EXHIBIT C

Form of Passamaquoddy Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE AGREEMENT ("Assignment") is made as of as of ____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Assignor") and [**NECEC Transmission LLC**], a Delaware limited liability company and an affiliate of Central Maine Power Company under 35-A M.R.S. § 707 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to a certain lease agreement by and between the Passamaquoddy Tribe, a federally recognized Indian Tribe having reservations at Pleasant Point, Maine and Princeton, Maine (hereinafter called the "Lessor") and Central Maine Power Company ("Lease Agreement"). A copy of the Lease Agreement is attached hereto as Exhibit A.

WHEREAS, Lessor is the owner of a property in Lowelltown Township (T1 R8 WBKP) in Franklin County, Maine described in a deed from Great Northern Nekoosa Corporation to the United States of America, as Trustees for the benefit of the Passamaquoddy Tribe, recorded in the Franklin County Registry of deeds in Book 718, Page 128 ("Lessor's Property").

WHEREAS, under the terms of the Lease Agreement, the Lessor has leased to Assignor, a non-exclusive lease and right to use of a portion of Lessor's Property for the construction of transmission line facilities all as described in the Lease Agreement being a three hundred (300) foot wide by approximately three hundred (300) foot long area located on a portion of the aforementioned Lowelltown Township (hereinafter the "Leased Premises").

WHEREAS, the Bureau of Indian Affairs ("BIA") has or will have as of the effective date of the Lease Agreement approved the Lease Agreement;

WHEREAS, the Lease Agreement permits the assignment of Assignor's rights and interests in the Lease Agreement in whole or in part subject to BIA consent as may be required under applicable BIA regulations; and,

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning Assignor's rights under the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Assignment Agreement or as may be applicable the Lease Agreement.
2. Assignment and Assumption. Assignor does hereby assign, sell, convey, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Lease Agreement, and Assignee accepts from Assignor all such right, title and interest, and hereby agrees to hereinafter accept the obligations of Lessee under the Lease Agreement.
3. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys'

fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term, covenant, agreement, duty, responsibility or obligation of Assignee, as Lessee under the Lease Agreement which initially accrues or arises after the date hereof.

4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Lease Agreement. This assignment shall be subject to any requirements pertaining hereto under BIA regulations.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

[NECEC TRANSMISSION LLC]

By: _____

Printed Name: _____

Its: _____

EXHIBIT A

COPY OF THE LEASE AGREEMENT

EXHIBIT D

Form of State of Maine Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE AGREEMENT ("Assignment") is made as of as of ____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Assignor") and [**NECEC Transmission LLC**], a Delaware limited liability company and an affiliate of Central Maine Power Company under 35-A M.R.S. § 707 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to a certain lease agreement by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor") and Central Maine Power Company ("Lease Agreement"). A copy of the Lease Agreement is attached hereto as Exhibit A.

WHEREAS, under the terms of the Lease Agreement, the Lessor has leased to Assignor, a non-exclusive lease and right to use of a portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine, being a three hundred (300) foot wide by approximately one mile long area located on a portion of the aforementioned Maine Public Reserved Lands (hereinafter the "Leased Premises").

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning Assignor's rights under the Lease Agreement.

WHEREAS, Lessor has consented to the assignment of the Lease Agreement to Assignee.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Assignment Agreement or as may be applicable the Lease Agreement.
2. Assignment and Assumption. Assignor does hereby assign, sell, convey, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Lease Agreement, and Assignee accepts from Assignor all such right, title and interest, and hereby agrees to hereinafter accept the obligations of Lessee under the Lease Agreement.
3. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys' fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term, covenant, agreement, duty, responsibility or obligation of Assignee, as Lessee under the Lease Agreement which initially accrues or arises after the date hereof.
4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be

governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Lease Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

[NECEC TRANSMISSION LLC]

By: _____

Printed Name: _____

Its: _____

EXHIBIT A

COPY OF THE LEASE AGREEMENT

EXHIBIT E - Compensation Lands

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
West Shore Flagstaff Lake	Somerset	Flagstaff	480	397
			480	265
			457	457
			453	431
Pooler Ponds	Somerset	The Forks	631	384
			373	220
			391	291
Lower Enchanted	Somerset	Lower Enchanted	373	250
			2165	339
Grand Falls	Somerset	T3 R4 BKP WKR (Spring Lake)	396	127
			397	483
			396	129
			394	555
			397	145
			401	61
			387	529
			389	564
			397	492
			396	128
			387	437
			396	133
Little Jimmie Pond	Kennebec	Manchester	10775	49
			11147	275
			11147	275
Basin Tract	Somerset	Pierce Pond	413	221
			391	110
			418	131

EXHIBIT F

Form of Option Assignment

ASSIGNMENT OF OPTION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **CENTRAL MAINE POWER COMPANY**, a Maine corporation (“Assignor”) hereby assigns and transfers to **NECEC TRANSMISSION LLC**, a Delaware limited liability company (“Assignee”), all of Assignor’s right, title and interest in and to that certain Option To Purchase Land dated _____, 2018 between Assignor as Buyer, and _____, as Seller, with respect to property situated at _____, Lewiston, Maine (the “Option”). Assignor hereby assigns, and Assignee hereby agrees to assume and perform, all of the obligations of the Buyer under the Option.

DATED: _____, 20____

CENTRAL MAINE POWER COMPANY NECEC TRANSMISSION LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT G

List of Third Party Vendor Agreements

(to be updated at the time of the Contract Date)

- (a) Program Management Services for the New England Clean Energy Connect Agreement dated September 18th, 2018 between CMP and Black & Veatch Corporation;
- (b) Amended & Restated Agreement for Transmission Line Design Services Agreement dated September 5th, 2018 between CMP and TRC Engineers, LLC; and
- (c) any other such agreement executed by CMP in connection with the NECEC between the Contract Date and the Closing.

EXHIBIT H

Form of Service Agreement

**SERVICE AGREEMENT BETWEEN
CENTRAL MAINE POWER COMPANY
AND
NECEC TRANSMISSION LLC**

This Service Agreement (this “Agreement”) is made and entered into this _____ day of _____, _____ by and between Central Maine Power Company (“**Provider Company**”) and NECEC Transmission LLC (“**Client Company**”), respectively identified on the signature page herein. Provider Company and Client Company may be referred herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Provider Company and the Client Company are wholly owned subsidiary companies of Avangrid, Inc. (“**Avangrid**”).

WHEREAS, Avangrid is integrated into the group of companies controlled by Iberdrola, S.A. (“**IBE**”) and, as a result, is a “controlled company” within the meaning of the New York Stock Exchange (“**NYSE**”) rules. IBE is the controlling shareholder of Avangrid and its subsidiaries (collectively, the “**Avangrid Group**”) and the relationship between IBE and the Avangrid Group is subject to U.S. laws, regulations, rules and standards applicable to U.S. publicly traded companies (e.g. Securities and Exchange Commission (“**SEC**”) regulations, requirements pursuant to the Sarbanes-Oxley Act, NYSE listing standards, etc.). Consistent with IBE’s Corporate Governance System, Avangrid operates under a framework of strengthened autonomy due to its status as a publicly listed company;

WHEREAS, Avangrid initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 (“**35 Act**”);

WHEREAS, the Energy Policy Act of 2005 (“**EPAct 2005**”) repealed the 35 Act and the intercompany services agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission (“**FERC**”); and

WHEREAS, Provider Company and Client Company have entered into this Agreement whereby Provider Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Provider Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the “**Client Companies**”), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

ARTICLE I - SERVICES

Section 1.1 Provider Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Provider Company concludes it is able to perform. Provider Company shall also provide Client Company with special services, so long as such services do not materially add to those services described in Appendix A hereto, as may be requested by Client Company and that Provider Company concludes it is able to perform. In supplying such services, Provider Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Provider Company such of the services described in Appendix A, and such additional special services, as limited by Section 1.1 hereof, as are requested from time to time by Client Company and that Provider Company concludes it is able to perform.

Section 1.3 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, internal order or other appropriate basis. Client Company shall have the right from time to time to amend or alter any activity, project, program or internal order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Provider Company, (ii) the cost for the services covered by the activity, project, program or internal order shall include any expense incurred by Provider Company as a direct result of such amendment or alteration of the activity, project, program or internal order, and (iii) no amendment or alteration of an activity, project, program or internal order shall release Client Company from liability for all costs already incurred by or contracted for by Provider Company pursuant to the activity, project, program or internal order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Provider Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Provider Company all costs that reasonably can be identified and related to particular services performed by Provider Company for or on its behalf. The methods for

assigning or allocating Provider Company costs to Client Company, as well as to other affiliate companies, are set forth in Appendix A.

Section 2.2 It is the intent of this Agreement that charges for services shall be distributed among Client Companies, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Client Companies using the methods identified in Appendix A. The method of assignment or allocation of cost shall be subject to review by the Provider Company annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Provider Company without the necessity of an amendment to this Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the EAct 2005 and any orders promulgated thereunder. The Provider Company shall review with the Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented.

Section 2.3 Provider Company shall render a monthly report to Client Company that shall reflect the information necessary to identify the costs charged for that month in accordance with the Uniform System of Accounts for Mutual and Subsidiary Service Companies. Client Company shall remit to Provider Company all charges billed to it within 30 days of receipt of the monthly report. Any amounts not paid by the due date will be subject to a late charge of .5 % per month until the remittance is received.

Section 2.4 It is the intent of this Agreement that the payment for services rendered by Provider Company to Client Company under this Agreement shall cover all the costs of its doing business, to the extent related to the provision of the services, including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital as permitted by applicable laws and regulations.

Section 2.5 Provider Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

ARTICLE III - TERM

This Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from any State regulatory commission with jurisdiction over Client Company and shall continue in force until terminated by Provider Company or Client Company, upon not less than 90 days prior written notice to the other Party. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the EAct 2005 or with

any rule, regulation or order of the FERC or any State regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Accounting.- All accounts and records of Provider Company shall be kept in accordance with applicable rules and regulations promulgated by the FERC, in particular, the Uniform System of Accounts for Centralized Service Companies in effect as of or after the date hereof.

Section 4.2 Access to accounts and records.- Provider Company shall permit Client Company access to its accounts and records including the basis and computation of assignments and allocations.

Section 4.3 Confidentiality.- All the information received by each Party from the other under this Agreement and provided in connection with the services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers (“**Advisors**”) in conjunction with the provision or performance of the services. In any such case, the Party disclosing the information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the services, Provider Company gains access to commercially sensitive information from Client Company, Provider Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

Section 4.4 Transparency.- Provider Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and/or required by applicable law.

Section 4.5 Notices.- All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

Section 4.6 Severability.- Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such null and void provision(s).

Section 4.7 Modification.- The terms of this Agreement may only be amended by written agreement between the Parties.

Section 4.8 Assignment.- All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

Section 4.9 Taxes.- Each Party shall, at its own expenses, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

Section 4.10 Dispute Resolution.- In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within 30 days, or any other period as may be agreed between the Parties.

Section 4.11 Applicable law.- This Agreement shall be governed by the laws of the State of Maine.

Section 4.12 Ethics.- Each Party shall conduct itself in accordance with the highest ethical standards and principles.

Section 4.13 Entire Agreement.- This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

CENTRAL MAINE POWER COMPANY

By:_____

Name:

Title:

By:_____

Name:

Title:

NECEC TRANSMISSION LLC

By:_____

Name:

Title:

By:_____

Name:

Title:

APPENDIX A

Description of Services to be Provided by Provider Company and Determination of Charges for Such Services to the Client Companies

This document sets forth the description of services that can be provided by Avangrid Group affiliate companies (“Provider Company”) and the methodologies used to determine the cost, assignment, and allocation of services provided and to assign or allocate such costs to Avangrid Group affiliate companies (“Client Company”) within the Avangrid Group.

Description of Services

A description of each of the services performed by Provider Company, which may be modified from time to time, is presented below.

1. Accounting Services such as establishing accounting policies, the maintenance of books and records, corporate financial consolidation, preparation of financial reports, annual capital and operating plan preparation (on a per company and corporate basis), fixed asset accounting, and compliance with applicable laws and regulations.
2. Audit Services include the management of an entity-wide framework of corporate controls.
3. Corporate Planning Services include the preparation of corporate plans, budgets and financial forecasts, monitoring trends and evaluating business opportunities.
4. Executive Services include general and administrative management and strategic planning.
5. Finance and Treasury Services include the coordination of activities relating to securities issuances, monitoring capital markets, cash management, bank reconciliation and administering insurance programs, and tax services for the coordination of income, property and revenue tax compliance and tax accounting.
6. Governmental Affairs Services include monitoring, reviewing and researching legislation and lobbying government officials.
7. Accounts Payable Services include the accurate and timely payment of invoices and employee expense reports, allocation of expenses to the proper general ledger accounts, production of annual reports to the IRS, maintenance of vendor information and source documents, processing checks and wire transfers, and performing bank reconciliations.

8. Human Resources Services include the establishment and administration of employee policies, the supervision of compliance with legal requirements in the areas of employment, compensation, benefits and employee health, welfare, and safety and contract negotiation and relations management with labor unions; and employee performance management program. May also maintain the employee master files relating to each employee as well as manage recruiting, training, and promotions.
9. Corporate Security Services include the establishment of a security program and entity-wide governance framework to manage, oversee and assist the organization in meeting its corporate, legal, and regulatory responsibilities with regard to the protection of cyber, physical and information assets.
10. Payroll Services include the supervision and coordination of the calculations, records and control requirements necessary to generate payment of employee salaries and wages and to maintain relevant employee information.
11. Records Retention Services include coordinating and maintaining a program for ensuring safe on- and off-site records retention in accordance with applicable regulations.
12. Regulatory Management Services include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.
13. Legal Services include the coordination and direction of law and regulatory departments, legal support for all of the Client Companies, including managing litigation, contract review and negotiations and participating in state and federal regulatory proceedings.
14. Other Corporate Support Services may include corporate communications services, transportation, logistical and administrative support.
15. Transmission and Supply Services include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.
16. Distribution Services include activities related to the coordination and direction of electric and/or gas distribution functions.
17. Information Technology Services include centralized information technology services for the Client Companies such as Data Center Operations, IS Networking and Telecommunications systems operations and maintenance, software applications development and maintenance, technology development, end user support, and printing and mailing of utility customer bills.

18. Supply Chain Services include centralized purchasing services such as procurement of materials and supplies, fleet services, contract administration and materials management for the Client Companies.
19. Customer Services include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.
20. Engineering Services include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.
21. Commodity Planning Service includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Provider Company accounting, billing and cost allocation methods utilize the “Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies” and are structured so as to comply with the FERC standards for service companies in registered holding-company systems.

Cost Assignment

Provider Company maintains an accounting system that enables costs to be identified by Internal Order (I/O) number. These I/O numbers will indicate whether the cost is a direct charge or the result of an allocated charge. The primary inputs to the accounting system are time reports, accounts payable invoices and journal entries. Charges for labor are calculated using the employees' hourly rate. All Provider Company employees will maintain a record of their time. Employees will utilize separate I/O to record their activities, including the services provided directly to Client Companies. All employees will charge their time on a daily basis using designated increments. The time sheets will be reviewed and approved by department supervisors. The wages of those employees, such as administrative assistants and secretaries, who generally assist employees who provide services directly to system companies, will be allocated based on the allocation of the wages of the employees they assist. Time records will be maintained for three years. Indirect attributable costs are charged to the services performed in proportion to the directly assigned costs or other appropriate cost allocations.

Costs will be accumulated by I/O number and assigned as follows:

1. Costs accumulated in an I/O number for services specifically performed for a single Client Company will be directly assigned or billed to that Client Company.

2. Costs accumulated in an I/O number for services specifically performed for two or more Client Companies will be distributed among those Client Companies using methods determined on a case-by-case basis consistent with the nature of the work performed and on one of the allocation methods described below.
3. Costs accumulated in an I/O number for services of a general nature, which are applicable to all Client Companies, will be allocated among all Client Companies, including the holding company, and billed to them using the global allocation factor.

Cost Allocation

Provider Company uses cost allocation methods designed to fully distribute costs. Provider Company's cost allocation methodology is comprised of the following three steps:

1. To "direct charge" all labor, materials and other expenses to Client Companies whenever feasible.
2. To allocate directly attributable costs to Client Companies based upon a measurable cost causing relationship, i.e., payroll department costs are allocated on the number of employees for each Client Company.
3. To allocate indirectly attributable costs that are common to all Client Companies, including the holding company, using the global allocation factor taking into consideration the relative size of each Client Company with regards to gross revenues, gross payroll expense and plant.

Costs that can be directly attributed to direct charges are allocated in proportion to the direct charges or other appropriate cost allocations. For example, direct labor charged to prepare testimony for a specific utility not only includes the direct payroll charge (the hourly rate times the hours reported) but also includes the cost of that individual's proportional payroll overhead cost, and such other overheads as common asset usage, occupancy charges and management overhead charges (commonly referred in aggregate as an Administrative and General Overhead).

General and administrative costs that are not associated with a specific, identifiable, causal relationship are pooled and allocated to all system companies, including the holding company.

Allocation Methods

Allocations related to Direct Labor Charges

The following allocations will be applied to the Direct Labor Charges:

Payroll Overhead Charge will be calculated to recover costs associated with labor, such as pension, benefits, lost time and payroll taxes. The payroll overhead costs will be charged to

Client Companies based on direct labor charges. The rate is computed by dividing the annual payroll overhead expenses by the annual base labor dollars.

Other Allocations applied to Direct Labor Charges will consist of the following:

1. Common Asset Usage Overhead:

The Common Asset Usage Overhead allocates the cost of furniture and desktop equipment (including PC's) used by Provider Company. The rate is calculated by dividing the economic carrying costs of the assets by the total actual labor dollars of employees using those assets. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

2. Occupancy Overhead:

The Occupancy Overhead allocates costs related to the workspace occupied by Provider Company employees. The rate is calculated by dividing the economic carrying costs for the buildings by the total actual labor dollars of employees working in those buildings. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

3. Management Overhead:

This overhead represents the management cost of a function within Provider Company. It is based on the ratio of Provider Company supervisory wages to all other wages. This fixed rate is applied to all direct labor charged to Client Companies.

An Alternative Allocation Applied to Direct Labor Charges or Other Direct Charges

An alternative allocation applied to direct labor charges or other direct charges is commonly referred to as an Administrative and General Support Adder. This overhead is a general overhead used in place of other specific administrative and general support overheads and is added to total costs of client services. The purpose is to recover indirect administrative and general expenses incurred and not otherwise charged directly to Client Companies for certain activities. The adder also includes expenses associated with office facilities, including furniture and office equipment, used in performing these administrative functions.

Allocations related to Distributed Services

The following ratios will be used to allocate costs for services not directly assigned but pooled and allocated based on a causal measurement:

Number of Employees Ratio - Based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual count of

applicable employees at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Accounts Payable Ratio - Based on the number of invoices processed for each of the specific Client Companies. This ratio is determined annually based on the actual count of invoices at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Number of Customers Ratio - Based on the number of customers at each Client Company benefiting from the performance of a service. This ratio will be determined annually based on the average annual customer count and may be adjusted periodically due to a significant change.

Global Allocation Factor - This formula will be determined annually based on the average of gross plant (original plant in service), gross payroll charges (salaries and wages, including overtime, shift premium and lost time, but excluding pension, payroll taxes and other employee benefits) and gross revenues during the previous calendar year and may be adjusted for any known and reasonable quantifiable events or at such time as may be required due to significant changes. This formula is commonly referred to as the Massachusetts Formula.

Regulated Global - 6 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global allocation factor above, but it is limited to data of the following six utility subsidiaries: NYSEG, CMP, MNG, MEPCO, RGE, and NHG.

Regulated Global - 3 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global - 6 allocation factor above, but it is limited to data of the following three utility subsidiaries: NYSEG, CMP, and RGE.

Commodity Energy Supply Transaction System Allocation Factor - This formula is used to allocate the cost of management of the Energy Supply Transaction System to all Client Companies that benefit from this system. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Global Allocation Factor - This formula is used to allocate the cost of commodity planning, procurement, and sale when the service is applicable to or benefits all Client Companies, regardless of whether they are a gas, electric, or combined company. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Regulated Gas Allocation Factor - This formula is used to allocate costs for gas commodity planning, procurement and sale for regulated gas utility Client Companies. The formula is derived through utilization of the gas supply costs of the regulated gas utility affiliates and reflects the proportion of such costs occurring between these entities.

Electric Allocation Factor - This formula is used to allocate costs for the coordination and direction of electric transmission issues for the benefit of regulated electric utility Client Companies and departments. The formula is derived through utilization of the same data as the global allocation noted above, but it is limited to data of electric operating companies or departments.

EXHIBIT I

Form of Reciprocal Easement Agreement

RECIPROCAL EASEMENT INDENTURE

THIS INDENTURE made and entered into this _____ day of _____, _____, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its office and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter “CMP” and **NECEC TRANSMISSION LLC**, a Delaware limited liability company having a mailing address of _____ hereinafter “NECEC”.

W I T N E S S E T H

Grant from CMP to NECEC:

CMP does hereby grant unto NECEC, **WITHOUT COVENANT**, a 50 foot wide non-exclusive easement, as hereinafter described, across CMP’s 300 foot wide strip of land known as the Section 200 / 251 corridor situated in Lewiston, Androscoggin County, Maine, for the purposes of (i) constructing and maintaining a road across CMP’s land; and (ii) to pass and repass on foot and with vehicles over said road for the purpose of ingress and egress, in common with others, to land of NECEC, as hereinafter described, across CMP’s said strip of land. The easement is over a portion of the CMP’s land acquired from Central Securities Corporation by a deed dated November 14, 1930, recorded at the Androscoggin County Registry of Deeds in Book 407, Page 526 (also see a Deed of Merger between Central Maine Power Company and Central Securities Corporation dated December 23, 2005 and recorded in said Registry in Book 3761, Page 304), the “Section 200 / 251 Corridor”.

Said easement granted to NECEC hereunder shall hereinafter be referred to as the “NECEC Easement” and is more particularly bounded and described as follows:

A 50-foot-wide easement situated easterly of but not adjacent to US Route 202 in the City of Lewiston, Androscoggin County, Maine more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF NECEC EASEMENT]**

Said NECEC Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others, provided however, CMP may require NECEC to place electric and communications utilities underground if placing such utilities overhead would, in the sole opinion of CMP, conflict with CMP’s existing or proposed facilities.

For further reference see Exhibit A attached hereto and made a part hereof.

The NECEC Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to land of NECEC described in a deed recorded in the Androscoggin County Registry of Deeds in Book ____ Page ____, all other abutting land now owned by NECEC, and all other abutting land owned by NECEC in the future.

The above-described NECEC Easement granted by CMP to NECEC is subject to the terms and conditions described below, and NECEC does hereby covenant and agree as follows:

1. Any road constructed and located within the NECEC Easement shall be constructed and maintained at the sole risk and expense of NECEC and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the NECEC Easement shall be constructed in a manner so that the existing grade shall not be increased by more than two feet.
3. Installation of utilities installed within the NECEC Easement shall be coordinated in advance with CMP and may be required to be placed underground.
4. NECEC shall be responsible for the cost of relocating or raising pole structures and or wires, located within CMP's land, if CMP determines in its sole discretion that the (i) grade of any road or (ii) the use of the NECEC Easement as set forth herein interferes with said pole structures or wires, or CMP's maintenance thereof.
5. NECEC will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
6. NECEC will at their sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the NECEC Easement contemplated hereby.
7. NECEC agrees to pay any and all cost for repair of damage by them or their employees, agents or contractors, caused to CMP's land or to CMP's transmission lines and facilities, now or hereinafter located on CMP's land, or equipment connected thereto, resulting from the exercise of the NECEC Easement and rights herein granted.
8. The NECEC Easement herein granted to NECEC shall at all times be subject to and shall not in any way limit CMP's rights in or use of CMP's land, and nothing in this Indenture shall be construed to limit or restrict CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to NECEC not expressly granted herein nor shall any liability arise from CMP's use of its land.
9. NECEC, for itself and its successors and assigns, agree to indemnify CMP and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against all claims, penalties,

finances, demands and actions arising out of any willful act or gross negligence of NECEC or its employees, agents, representatives or contractors or its invitees.

10. CMP, for itself and its successors and assigns, reserves the right to relocate the NECEC easement, at CMP's own expense, if the NECEC easement interferes with CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment, provided that any such relocation provides the same utility to NECEC as the NECEC Easement granted herein.

Grant from NECEC to CMP:

NECEC does hereby grant unto CMP, **WITHOUT COVENANT**, a 50-foot-wide non-exclusive easement, in common with others, as hereinafter described, across NECEC's land situated in Lewiston, Androscoggin County, Maine, for the right and easement to pass and repass on foot and with vehicles over, along and across a roadway as now exist, or to be constructed in the future by NECEC or CMP, across NECEC's said land to land of CMP, as hereinafter described (the "CMP Easement").

The Easement herein conveyed is over a portion of NECEC's land acquired from _____ by deeds recorded at the Androscoggin County Registry of Deeds in Book ____, Page ____.

Said Easement granted to CMP hereunder shall hereinafter be referred to as the "CMP Easement" and is more particularly bounded and described as follows:

A 50-foot-wide easement situated between the easterly line of US Route 202 and the above described Section 200 / 251 Corridor in the City of Lewiston, Androscoggin County, Maine, more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF CMP EASEMENT]**

Said CMP Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others.

For further reference see Exhibit A attached hereto and made a part hereof.

The CMP Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to the above described Section 200 / 251 Corridor, all other abutting land now owned by CMP, and all other abutting land owned by CMP in the future.

The above-described CMP Easement granted by NECEC to CMP is subject to the terms and conditions described below, and Grantor does hereby covenant and agree as follows:

1. Any road constructed and located within the CMP Easement shall be constructed and maintained at the sole risk and expense of CMP and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the CMP Easement shall be constructed in a manner so that the existing grade shall not be increased by more than two feet.
3. Installation of utilities installed within the CMP Easement shall be underground and coordinated in advance with NECEC.

4. CMP will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
5. CMP will at its sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the CMP Easement contemplated hereby.
6. CMP agrees to pay any and all cost for repair of damage by it or its employees, agents or contractors, caused to NECEC's land and facilities, now or hereinafter located on NECEC's land, or equipment connected thereto, resulting from the exercise of the CMP Easement and rights herein granted.
7. The CMP Easement herein granted to CMP shall at all times be subject to and shall not in any way limit NECEC's rights in or use of NECEC's land, and nothing in this Indenture shall be construed to limit or restrict NECEC's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to CMP not expressly granted herein nor shall any liability arise from NECEC's use of its land.
8. CMP, for itself and its successors and assigns, hereby waive any claim they now have or may have in the future against NECEC and or its parent corporation and affiliates and their directors, officers, employees, contractors, agents, its and their successors and assigns, which may arise out of any willful act or gross negligence of CMP or its employees, agents, representatives or contractors or its invitees.
9. NECEC, for itself and its successors and assigns, reserves the right to relocate the CMP easement, at NECEC's own expense, if the CMP easement interferes with NECEC's use of its land, provided that any such relocation provides the same utility to CMP as the CMP Easement granted herein.

The terms CMP and NECEC shall include their respective successors, affiliates, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Indenture, all as of the day and year first above written.

[Signature pages follows.]

CENTRAL MAINE POWER COMPANY

Witness

By:_____

Witness

By:_____

STATE OF MAINE

_____, ss.

_____, .

The above named _____, personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Notary Public

Printed Name

My Commission Expires:

NECEC TRANSMISSION LLC

Witness

By:_____

STATE OF MAINE

_____, SS.

_____, .

The above named _____ personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said NECEC Transmission LLC.

Notary Public/Attorney At Law

Printed Name

My Commission Expires:

EXHIBIT A

**Indenture by and between CENTRAL MAINE POWER COMPANY and NECEC
TRANSMISSION LLC**